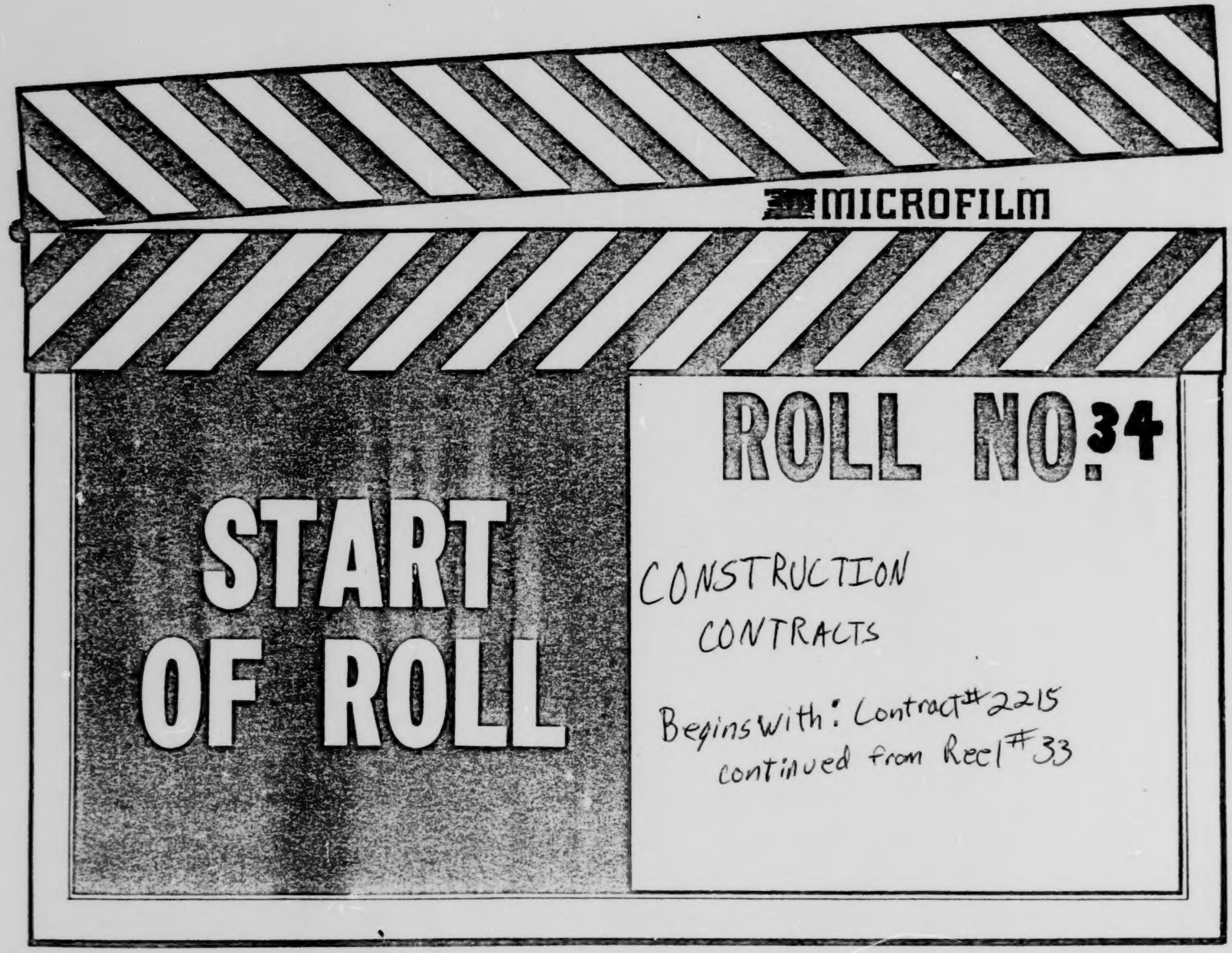

START OF ROLL

ROLL NO. 34

CONSTRUCTION
CONTRACTS

Begins with: Contract # 2215
continued from Reel # 33

187-A-3 Buchanan-Juntura Sec., Central 1939
Oregon Hwy.

2215

FA 187-A-3

RECEIVED JAN 31 1940

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

RECEIVED JAN 20 1940
STATE HIGHWAY COMMISSION

IN YOUR REPLY PLEASE REFER TO FILE NO. Stencil No. 124
Oregon FAP 187-A (3)
Drinkwater Pass-Chimney
Creek Section
Central Oregon Hwy.

POST OFFICE BUILDING
PORTLAND, OREGON

January 19, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ______________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Jon

80 80 wayp- 3372

Form P. R. 2

State Oregon

Federal Aid Project No. 137-A(3)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of December, 1939

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 10th day of October, 1932, a project statement, which was approved by the Secretary on the 8th day of December, 1932, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section A(3) of said project which were recommended for approval by the United States District Engineer on the 15th day of August, 1939; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications. and estimates, and the sum of Twelve thousand, fifty and 00/100

dollars ($12,050.00) as the share of the United States payable under said act on account of Section A(3) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State From Chap. 173, Laws 1917 and Chap. 21, Laws of 1920 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources (State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 467+00 in the SE 1/4 Sec. 34, T. 20 S., R. 36 E., W.M., the east end of Section I(1) of said project, and survey station 205+00 in the NW 1/4 Sec. 10, T. 21 S., R. 37 E., W.M., the west end of Section D(2) of said project, excepting therefrom those portions between survey stations 128+86 and 129+00, 154+56 and 154+90, and 169+45 and 170+02, length 6.339 miles, in Harney & Malheur Counties being Section A(3) of Oregon Federal Aid project No. 187, consisting of 6.339 miles of roadway and no bridges, of more than 20 feet clear span.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—8518

Wherever in this document the terms "Secretary" or "Secretary of Agriculture" appear they shall include or have reference to the Federal Works Administrator, as the context requires, to conform to the President's First Plan on Government Reorganization under the Reorganization Act of 1939.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A(3) of said project shall not in any event exceed the sum of Twelve thousand, fifty and 00/100 dollars ($12,050.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of Twenty thousand, eighty-four and 90/100 dollars ($20,084.90), the approved total estimated cost of Section A(3) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws 1927.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the ---------- day of DEC 28 1939, 19----

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F Cabell
Chairman, State Highway Commission
(Title of officer)

By E B Aldrich
Member, State Highway Commission
(Title of officer)

By Herman Oliver
Member, State Highway Commission
(Title of officer)

By --

(Title of officer)

By --

(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By M J O'Leary

Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 8—5319

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Federal Aid Project No. 187-A(3), State of Oregon

Second. That in accordance with said provisions I have approved the sum of $20,084.90 as the total estimated cost of said project, and the sum of $12,050.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of DEC 28 1939

one thousand nine hundred and ....

FEDERAL WORKS ADMINISTRATOR,

By H.J. O'Leary
Acting Commissioner of Public Roads.

U.S. GOVERNMENT PRINTING OFFICE 8—4829

Wherever in this document the terms "Secretary" or "Secretary of Agriculture" appear they shall include or have reference to the Federal Works Administrator, as the context requires, to conform to the President's First Plan on Government Reorganization under the Reorganization Act of 1939.

FA 187-F-1

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

RECEIVED
JAN 3 [illegible]
FOR FILING

RECEIVED
JAN 17 19[illegible]
STATE HIGHWAY [illegible]

IN YOUR REPLY PLEASE REFER TO FILE No. Stencil No. 124
Oregon FAP 187-F (1)
Buchanan-Niggerflat Sec.
Central Oregon Highway

January 16, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ______ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Fo

Wayn-3350

Form P. R. 2

State Oregon

Federal Aid Project No. 187-F (1)

PROJECT AGREEMENT

Memorandum of Agreement made this 8th day of December, 1939

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 10th day of October, 1932, a project statement, which was approved by the Secretary on the 8th day of December, 1932, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section F (1) of said project which were recommended for approval by the United States District Engineer on the 14th day of August, 1939; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty-two thousand, two hundred ninety and 00/100 dollars ($22,290.00) as the share of the United States payable under said act on account of Section F (1) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5616

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State Chap. 173, Laws 1917; Chap. 31, Laws 1920.
(Include date and citation of act of legislature by which authorized)

(b) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 1147+37.2 in the N.E. 1/4 of Sec. 23, T. 22 S., R. 33 E., the east end of Section E of said project, and survey station 1286+60 in Sec. 7, T. 22 S., R. 34 E., W.M., the westerly end of Section G (1) of said project

, length 2.640 miles, in Harney County, being Section F (1) of Oregon Federal Aid project No. 187, consisting of 2.640 miles of roadway and no bridges, [illegible] of more than 20 feet clear span.

[illegible]

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

[illegible]

Wherever in this document the terms "Secretary" or "Secretary of Agriculture" appear they shall include or have reference to the Federal Works Administrator, as the context requires, to conform to the President's First Plan on Government Reorganization under the Reorganization Act of 1939.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section F (1) of said project shall not in any event exceed the sum of twenty-two thousand, two hundred ninety and 00/100 dollars ($22,290.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of thirty-seven thousand, one hundred forty-eight and 10/100 dollars ($37,148.10), the approved total estimated cost of Section F (1) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to The State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws 1927.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the ______ day of DEC 28 1939, 19____

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F Cabell
Chairman, State Highway Commission
(Title of officer)

By E B Aldrich
Member, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
______
(Title of officer)

By ______
______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR

By W J O'Leary
~~Chief, Bureau of Public Roads~~
Acting Commissioner of Public Roads

U. S. GOVERNMENT PRINTING OFFICE 8—[illegible]

Form PR. 2—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Federal Aid Project No. 187-F(1) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $37,148.10 as the total estimated cost of said project, and the sum of $22,290.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of DEC 28 1939

one thousand nine hundred and ______

FEDERAL WORKS ADMINISTRATOR
~~Secretary of Agriculture~~

By O'Leary
~~Acting Chief, Bureau of Public Roads~~
Acting Commissioner of Public Roads

U. S. GOVERNMENT PRINTING OFFICE 2—[illegible]

Wherever in this document the terms "Secretary" or "Secretary of Agriculture" appear they shall include or have reference to the Federal Works Administrator, as the context requires, to conform to the President's First Plan on Government Reorganization under the Reorganization Act of 1939.

FA 187-C-2

UN[illegible] STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

Oregon FAP 187-C (2)
Stinkingwater Mt. Sec.
Central Oregon Highway

January 16, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Jon

C C Wa4pr-3349

Form P. R. 2

State Oregon

Federal Aid Project No. 187-C(2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of December, 1939

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 10th day of October, 1932, a project statement, which was approved by the Secretary on the 8th day of December, 1932, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section C (2) of said project which were recommended for approval by the United States District Engineer on the 14th day of August, 1932; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of seven thousand, nine hundred ten and 00/100 dollars ($7,910.00) as the share of the United States payable under said act on account of Section C (2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State Chap. 175, laws 1917; Chap. 31, laws 1920.
(Include date and citation of act of legislature by which authorized)

(b) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 273+60 in the N.E. 1/4, Sec. 34, T. 21 S., R. 34 E., W.M., the easterly end of Section H (1) of said project, and survey station 478+00 in the N.W. 1/4, Sec. 13, T. 21 S., R. 34 E., W.M., the west end of Section B (2) of said project.

, length 3.764 miles, in Harney County, being Section C (2) of Oregon Federal Aid project No. 187, consisting of 3.764 miles of roadway and no bridges, [illegible] of more than 20 feet clear span. [illegible]

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

Wherever in this document the terms "Secretary" or "Secretary of Agriculture" appear they shall include or have reference to the Federal Works Administrator, as the context requires, to conform to the President's First Plan on Government Reorganization under the Reorganization Act of 1939.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C (2) of said project shall not in any event exceed the sum of seven thousand, nine hundred ten and 00/100 dollars ($ 7,910.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of thirteen thousand, one hundred eighty-two and 40/100 dollars ($ 13,182.40), the approved total estimated cost of Section C (2) of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to The State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, laws 1927.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the ______ day of DEC 28 1939, 19____

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By E B Aldrich
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By ______________________
____
(Title of officer)

By ______________________
____
(Title of officer)

FEDERAL WORKS ADMINISTRATOR

By W. J. O'Leary
Acting Commissioner of Public Roads

U. S. GOVERNMENT PRINTING OFFICE

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department ~~as~~ Federal Aid Project No. 187-C(2) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 13,182.40 as the total estimated cost of said project, and the sum of $ 7,910.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of DEC 28 1939 one thousand nine hundred and ....

FEDERAL WORKS ADMINISTRATOR
~~Secretary of Agriculture~~

By W. J. O'Leary
~~Acting Chief, Bureau of Public Roads~~
Acting Commissioner of Public Roads

U.S. GOVERNMENT PRINTING OFFICE 8—4280

[illegible] terms [illegible] of Agriculture" [illegible] clude or have reference to the Federal Works Administrator, as the context requires, to conform to the President's First Plan on Government Reorganization under the Reorganization Act of 1939.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
NOV 30 1939
STATE HIGHWAY COMMISSION

November 29, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office, covering Oregon Federal Aid Project No. 187-D(2), Chimney Creek-Juntura Section of the Central Oregon Highway. Enclosed also is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications.

Approval was given with the condition that this improvement will be considered as stage construction and that additional surfacing of a dustless and durable type will be placed when required by traffic conditions.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
NOV 30 1939
STATE HIGHWAY COMMISSION

November 29, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office, covering Oregon Federal Aid Project No. 187-H(1), Nigger Flat-Stinkingwater Section of the Central Oregon Highway. Enclosed also is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications.

Approval was given with the condition that this improvement will be considered as stage construction and that additional surfacing of a dustless and durable type will be placed when required by traffic conditions.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

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NOV 30 1939
STATE HIGHWAY COMMISSION

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

November 29, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office, covering Oregon Federal Aid Project No. 187-G(1), Nigger Flat Section of the Central Oregon Highway. Enclosed also is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications.

Approval was given with the condition that this improvement will be considered as stage construction and that additional resurfacing of a dustless and durable type will be placed when required by traffic conditions.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
NOV 30 1939
OREGON
STATE HIGHWAY COMMISSION

November 29, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office, covering Oregon Federal Aid Project No. 187-C(2), Stinkingwater Mountain Section of the Central Oregon Highway. Enclosed also is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications.

Approval was given with the condition that this improvement will be considered as stage construction and that additional surfacing of a dustless and durable type will be placed when required by traffic conditions.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
NOV 30 1939
STATE HIGHWAY

November 29, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office, covering Oregon Federal Aid Project No. 187-F(1), Buchanan-Nigger Flat Section of the Central Oregon Highway. Enclosed also is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications.

Approval was given with the condition that this improvement will be considered as stage construction and that additional surfacing of a dustless and durable type will be placed when required by traffic conditions.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

RECEIVED
NOV 30 1939
STATE HIGHWAY COMMISSION

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

November 29, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office, covering Oregon Federal Aid Project No. 187-I(1), Drinkwater Pass Section of the Central Oregon Highway. Enclosed also is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications.

Approval was given with the condition that this improvement will be considered as stage construction and that additional surfacing of a dustless and durable type will be placed when required by traffic conditions.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
NOV 30 1939
STATE HIGHWAY [illegible]

November 29, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office, covering Oregon Federal Aid Project No. 187-B(2), Stinkingwater Mountain-Drinkwater Pass Section of the Central Oregon Highway. Enclosed also is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications.

Approval was given with the condition that this improvement will be considered as stage construction and that additional surfacing of a dustless and durable type will be placed when required by traffic conditions.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
NOV 30 1[illegible]
STATE HIGHWAY COMMISSION

November 29, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office covering Oregon Federal Aid Project 187-A(3), Drinkwater Pass-Chimney Creek Section of the Central Oregon Highway. Enclosed also is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications.

Approval was given with the condition that this improvement will be considered as stage construction and that additional surfacing of a dustless and durable type will be placed when required by traffic conditions.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encl.

RECEIVED
DEC 14 1939
FOR FILING

FA 187-I-1

November 7, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Drinkwater Pass Section, Project No. FA 187-I (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/GS

Encl.

Oregon State Highway Department   Federal Aid Project No. 187-I (1)

DRINKWATER PASS SECTION OF THE
CENTRAL OREGON HIGHWAY IN HARNEY COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 25, 1939

3,700	cu. yds.	Pit-run Gravel Base	$ .20	$ 740.00
10,000	yd. mi.	Hauling Gravel, Truck Measure	.08	800.00
50	cu. yds.	Filler	.20	10.00
50	yd. mi.	Hauling Filler	.10	5.00
70	M-gal.	Sprinkling	1.25	87.50
1.00	mile	Preparation of Base	100.00	100.00
120	cu. yds.	Screened Mineral Aggregate in Place	2.00	240.00
19	tons	RC-3 Asphalt in Binder Course	23.00	437.00
17	tons	SC-6 Road Oil in Place	24.50	416.50
		Subtotal		$ 2,836.00
		10% Engr. & Cont.		283.60
		Total		$ 3,119.60

Length 0.998 mile
Cost per mile $ 3,125.85

Federal Aid Funds Requested- -	$ 1,880.00
State Funds- -	1,239.60
	$ 3,119.60

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maintenance: Chap. 41, laws 1927

RECEIVED
DEC 14 1939
FOR FILING

FA 187-H-1

November 7, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Nigger Flat-Stinkingwater Mountain Section, Project No. FA 187-H (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Project
No. 137-H (1)

BIGGAR FLAT-STINKINGWATER SECTION OF THE
CENTRAL OREGON HIGHWAY IN HARNEY COUNTY

(Estimate as basis for project agreement. Based on low bid prices).

Salem, Oregon, Oct. 25, 1939.

14,300	cu. yds.	Pit-run Gravel Base	$0.20	$ 2,860.00
66,000	yd. mi.	Hauling Gravel, Truck Measure	0.08	5,280.00
200	cu. yds.	Filler	0.20	40.00
200	yd. mi.	Hauling Filler	0.10	20.00
270	M-gals.	Sprinkling	1.25	337.50
3.43	miles	Preparation of Base	100.00	343.00
420	cu. yds.	Screened Mineral Aggregate in Place	2.00	840.00
63	tons	RC-3 Asphalt in Binder Course	23.00	1,449.00
57	"	SC-6 Road Oil in Place	24.50	1,396.50
			Sub-total..........	$12,566.00
			10% Engr. & Cont...	1,256.60
			Total.........	$13,822.60

Length - 3.427 miles
Cost per mile - $4,033.44

Federal Aid Funds Requested....................................	$ 8,300.00
State Funds..	5,522.60
	$13,822.60

State Funds for Construction: Chap. 175, Laws 1917: Chap. 31, Laws 1920.
State Funds for Maintenance: Chap. 41, Laws 1920.

RECEIVED
DEC 14 1939
FOR FILING

FA 187-G-1

November 7, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Nigger Flat Section, Project No. FA 187-G (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Project
No. 187-G (1)

BIGGER FLAT SECTION OF THE
CENTRAL OREGON HIGHWAY IN HARNEY COUNTY

(Estimate as basis for project agreement. Based on low bid prices).

Salem, Oregon, Oct. 25, 1939.

2,800	cu. yds.	Pit-run Gravel Base	$0.20	$ 560.00
7,700	yd. mi.	Hauling Gravel, Truck Measure	0.08	616.00
40	cu. yds.	Filler	0.20	8.00
40	yd. mi.	Hauling Filler	0.10	4.00
50	M-gals.	Sprinkling	1.25	62.50
0.59	miles	Preparation of Base	100.00	59.00
70	cu. yds.	Screened Mineral Aggregate in Place	2.00	140.00
11	tons	RC-3 Asphalt in Binder Course	23.00	253.00
10	"	SC-6 Road Oil in Place	24.50	245.00
		Sub-total..............		$1,947.50
		10% Engr. & Cont.......		194.75
		Total..............		$2,142.25

Length - 0.592 miles
Cost per mile - $3,618.66

Federal Aid Funds Requested..................................	$1,290.00
State Funds..	852.25
	$2,142.25

State Funds for Constr.: Chap. 175, Laws 1917: Chap. 31, Laws 1920.
State Funds for Maint.: Chap. 41, Laws 1920.

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NOV 14 1939
FOR FILING

FA 187-D-2

November 7, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Chimney Creek-Juntura Section, Project No. FA 187-D (2).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Project
No. 187-B (2)

CHIMNEY CREEK-JUNTURA SECTION OF THE CENTRAL OREGON HIGHWAY IN MALHEUR COUNTY

(Estimate as basis for project agreement. Based on low bid prices).

Salem, Oregon, Oct. 26, 1939.

Original Project (Sta. 207+95 to 221+00) (Sta. 226+65 to 244+26) (Sta. 258+43.1 to 273+00) (Sta. 281+21.8 to 302+20) (Sta. 306+10 to 483+24.8).

14,100	cu. yds.	Pit-run Gravel Base	$0.20	$ 2,820.00
21,000	yd. mi.	Hauling Gravel, Truck Measure	0.08	1,680.00
200	cu. yds.	Filler	0.20	40.00
200	yd. mi.	Hauling Filler	0.10	20.00
270	M-gals.	Sprinkling	1.25	337.50
4.59	miles	Preparation of Base	100.00	459.00
550	cu. yds.	Screened Mineral Aggregate in Place	2.00	1,100.00
85	tons	RC-3 Asphalt in Binder Course	23.00	1,955.00
75	"	SC-6 Road Oil in Place	24.50	1,837.50

Sub-total............	$10,249.00
10% Engr. & Cont.....	1,024.90
Total...........	$11,273.90

Length of Roadway - 4.589 miles
" " Bridge - .018 "
Total Length - 4.607 "
Cost per mile, Roadway - $2,456.72

Extension (Sta. 205+00 to 207+95) (Sta. 221+00 to 226+65) (Sta. 244+26 to 258+43.1) (Sta. 273+00 to 281+21.8) (Sta. 302+20 to 306+10)

2,100	cu. yds.	Pit-run Gravel Base	$0.20	$ 420.00
3,200	yd. mi.	Hauling Gravel, Truck Measure	0.08	256.00
30	cu. yds.	Filler	0.20	6.00
30	yd. mi.	Hauling Filler	0.10	3.00
40	M-gals.	Sprinkling	1.25	50.00
0.66	mile	Preparation of Base	100.00	66.00
80	cu. yds.	Screened Mineral Aggregate in Place	2.00	160.00
12	tons	RC-3 Asphalt in Binder Course	23.00	276.00
11	"	SC-6 Road Oil in Place	24.50	269.50

Sub-total............	$ 1,506.50
10% Engr. & Cont.....	150.65
Total...........	$ 1,657.15

Length - 0.661 mile
Cost per mile - $2,507.03

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Original Project	$11,273.90	$6,766.00	$4,527.90
Extension	1,657.15	994.00	663.15
	$12,931.05	$7,760.00	$5,191.05

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920.
State Funds for Maintenance: Chap. 41, laws 1927.

RECEIVED
DEC 14 1939
FOR FILING

FA 187-C-2

November 7, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Stinkingwater Mountain Section, Project No. FA 187-C (2).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department — Federal Aid Project No. 187-C (2)

STINKINGWATER MOUNTAIN SECTION OF THE CENTRAL OREGON HIGHWAY IN HARNEY COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 25, 1939

Original Project (Sta. 450+95 to 475+60)

1,900	cu. yds.	Pit-run Gravel Base	$ .20	$ 380.00
6,000	yd. mi.	Hauling Gravel, Truck Measure	.08	480.00
30	cu. yds.	Filler	.20	6.00
30	yd. mi.	Hauling Filler	.10	3.00
40	M-gal.	Sprinkling	1.25	50.00
0.46	mile	Preparation of Base	100.00	46.00
60	cu. yds.	Screened Mineral Aggregate in Place	2.00	120.00
8	tons	RC-3 Asphalt in Binder Course	23.00	184.00
7	tons	SC-6 Road Oil in Place	24.50	171.50
			Subtotal	$ 1,440.50
			10% Engr. & Cont.	144.05
			Total	$ 1,584.55

Length 0.455 mile
Cost per mile $ 3,482.52

Extension (Sta. 273+80 to 450+95)

13,800	cu. yds.	Pit-run Gravel Base	$ .20	$ 2,760.00
44,000	yd. mi.	Hauling Gravel, Truck Measure	.08	3,520.00
190	cu. yds.	Filler	.20	38.00
190	yd. mi.	Hauling Filler	.10	19.00
260	M-gal.	Sprinkling	1.25	325.00
3.31	miles	Preparation of Base	100.00	331.00
400	cu. yds.	Screened Mineral Aggregate in Place	2.00	800.00
61	tons	RC-3 Asphalt in Binder Course	23.00	1,403.00
55	tons	SC-6 Road Oil in Place	24.50	1,347.50
			Subtotal	$ 10,543.50
			10% Engr. & Cont.	1,054.35
			Total	$ 11,597.85

Length 3.309 miles
Cost per mile $ 3,504.94

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Original Project	$ 1,584.55	$ 951.00	$ 633.55
Extension	11,597.85	6,959.00	4,638.85
	$ 13,182.40	$ 7,910.00	$ 5,272.40

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maintenance: Chap. 41, laws 1927

RECEIVED
DEC 14 1939
FOR FILING

FA 187-B-2

November 7, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Stinkingwater Mountain-Drinkwater Pass Section, Project No. 187-B (2).

The oiling is not to be constructed across the bridges on this project.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/OS

Encl.

Oregon State Highway Department Federal Aid Project No. 187-B (2)

STINKINGWATER MOUNTAIN-DRINKWATER PASS SECTION OF THE CENTRAL OREGON HIGHWAY IN HARNEY COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 26, 1939

Original Project (Sta. 475 to 508+88) (Sta. 520+45 to 560+43)
(Sta. 614+07 to 625+31.7 = 0+00 to 60+20) (Sta. 138+33 to 246+40) (Sta. 261+82 to 318+20)

19,800	cu. yds.	Pit-run Gravel Base	$ .20	$ 3,960.00
41,500	yd. mi.	Hauling Gravel, Truck Measure	.08	3,320.00
280	cu. yds.	Filler	.20	56.00
280	yd. mi.	Hauling Filler	.10	28.00
380	M-gal.	Sprinkling	1.25	475.00
3.91	miles	Preparation of Base	100.00	391.00
490	cu. yds.	Screened Mineral Aggregate in Place	2.00	980.00
74	tons	MC-3 Asphalt in Binder Course	23.00	1,702.00
64	tons	SC-6 Road Oil in Place	24.50	1,568.00
			Subtotal	$ 12,480.00
			10% Engr. & Cont.	1,248.00
			Total	$ 13,728.00

Length of Roadway	3.912 miles
Length of Bridges	.060 mile
Total Length	3.972 miles
Cost per mile, Roadway	$ 3,509.20

Extension (Sta. 508+88 to 520+45) (Sta. 560+43 to 614+07)
(Sta. 60+20 to 238+33) (Sta. 246+40 to 261+82)
(Sta. 318+20 to 402+30)

32,400	cu. yds.	Pit-run Gravel Base	$ .20	$ 6,480.00
67,700	yd. mi.	Hauling Gravel, Truck Measure	.08	5,416.00
460	cu. yds.	Filler	.20	92.00
460	yd. mi.	Hauling Filler	.10	46.00
620	M-gal.	Sprinkling	1.25	775.00
6.49	miles	Preparation of Base	100.00	649.00

810	cu. yds.	Screened Mineral Aggregate in Place	$ 2.00	$ 1,620.00
120	tons	RC-3 Asphalt in Binder Course	23.00	2,760.00
106	tons	SC-6 Road Oil in Place	24.50	2,597.00
		Subtotal		$ 20,435.00
		10% Engr. & Cont.		2,043.50
		Total		$ 22,478.50
		Length	6.491 miles	
		Cost per mile	$ 3,463.02	

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Original Project	$ 13,728.00	$ 8,239.00	$ 5,489.00
Extension	22,478.50	13,491.00	8,987.50
	$ 36,206.50	$ 21,730.00	$14,476.50

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maintenance: Chap. 41, laws 1927

RECEIVED
DEC 14 1939
FOR FILING

FA 187-F-1

November 7, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Buchanan-Nigger Flat Section, Project No. FA 187-F (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Project
No. 187-F (1)

BUCHANAN-HIGGINS FLAT SECTION OF THE CENTRAL OREGON HIGHWAY IN HARNEY COUNTY

(Estimate as basis for project agreement. Based on low bid prices).

Salem, Oregon, Oct. 25, 1939.

All Required		Clearing & Grubbing		$ 500.00
70	cu. yds.	Trench Excavation	$1.00	70.00
14,000	" "	Common Excavation	0.25	3,500.00
28,000	" "	Solid Rock Excavation	0.60	16,800.00
36,000	yd. stas.	Overhaul	0.02	720.00
3,600	yd. mi.	Truck Haul	0.20	720.00
2.64	miles	Finishing Roadbed & Slopes	300.00	792.00
5,700	lin. ft.	Rounding Cutbanks	0.10	570.00
30	" "	15" Corrugated Iron Pipe	1.50	45.00
480	" "	18" " " "	1.75	840.00
100	" "	36" " " "	4.75	475.00
90	" "	Salvaging Culvert Pipe	1.00	90.00
11	cu. yds.	Class "A" Concrete	25.00	275.00
1,300	lbs.	Metal Reinforcement	0.08	104.00
15,800	cu. yds.	Pit-run Gravel Base	0.20	3,160.00
19,500	yd. mi.	Hauling Gravel, Truck Measure	0.08	1,560.00
220	cu. yds.	Filler	0.20	44.00
220	yd. mi.	Filler Haul	0.10	22.00
300	M-gals.	Sprinkling	1.25	375.00
2.64	miles	Preparation of Base	100.00	264.00
320	cu. yds.	Screened Mineral Aggregate in Place	2.00	640.00
49	tons	RC-3 Asphalt in Binder Course	23.00	1,127.00
44	"	SC-6 Road Oil in Place	24.50	1,078.00
			Sub-total...........	$33,771.00
			10% Engr. & Cont....	3,377.10
			Total..........	$37,148.10

Length - 2.640 miles
Cost per mile - $14,071.25

Federal Aid Funds Requested.................................	$22,290.00
State Funds..	14,858.10
	$37,148.10

State Funds for Construction: Chap. 175, Laws 1917: Chap. 31, Laws 1920.
State Funds for Maintenance: Chap. 41, Laws 1927.

RECEIVED
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FOR FILING

FA 187-A-3

November 7, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Drinkwater Pass-Chimney Creek Section, Project No. FA 187-A (3).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/SS

Encl.

Oregon State Highway Department

Federal Aid Project
No. 187-A (3)

DRINKWATER PASS-CHIMNEY CREEK SECTION

OF THE CENTRAL OREGON HIGHWAY IN HARNEY AND MALHEUR COUNTIES

(Estimate as basis for project agreement. Based on low bid prices).

Salem, Oregon, Oct. 25, 1939.

Original Project (Sta. 545+20 to 600+00 = 0+00) (Sta. 67+62 to 142+81) (Sta. 178+45 to 205+00).

9,800	cu. yds.	Pit-run Gravel Base	$ 0.20	$1,960.00
34,200	yd. mi.	Hauling Gravel, Truck Measure	0.08	2,736.00
140	cu. yds.	Filler	0.20	28.00
140	yd. mi.	Hauling Filler	0.10	14.00
180	M-gals.	Sprinkling	1.25	225.00
2.93	miles	Preparation of Base	100.00	293.00
360	cu. yds.	Screened Mineral Aggregate in Place	2.00	720.00
54	tons	RC-3 Asphalt in Binder Course	23.00	1,242.00
48	"	SC-6 Road Oil in Place	24.50	1,176.00
			Sub-total............	$8,394.00
			10% Engr. & Cont.....	839.40
			Total...........	$9,233.40

Length of Roadway - 2.929 miles
" " Bridges - .007 "
Total Length - 2.936 "
Cost per mile, Roadway - $3,152.40

Extension (Sta. 0+00 to 67+62) (Sta. 142+81 to 178+45)

11,500	cu. yds.	Pit-run Gravel Base	$ 0.20	$2,300.00
40,200	yd. mi.	Hauling Gravel, Truck Measure	0.08	3,216.00
160	cu. yds.	Filler	0.20	32.00
160	yd. mi.	Hauling Filler	0.10	16.00
220	M-gals.	Sprinkling	1.25	275.00
3.42	miles	Preparation of Base	100.00	342.00
420	cu. yds.	Screened Mineral Aggregate in Place	2.00	840.00
64	tons	RC-3 Asphalt in Binder Course	23.00	1,472.00
56	"	SC-6 Road Oil in Place	24.50	1,372.00
			Sub-total............	$9,865.00
			10% Engr. & Cont.....	986.50
			Total...........	$10,851.50

Length of Roadway - 3.410 miles
" " Bridges - .017 "
Total Length - 3.427 "
Cost per mile, Roadway - $3,182.25

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Original Project	$ 9,233.40	$ 5,540.00	$ 3,639.40
Extension	10,851.50	6,510.00	4,341.50
	$20,084.90	$12,050.00	$ 7,980.90

State Funds for Constr.: Chap. 175, Laws 1917: Chap. 31, Laws 1920.
State Funds for Maint.: Chap. 41, Laws 1927.

FA 187-A-3

September 26, 1939

Mr. A. Milne
7253 N. E. Broadway
Portland, Oregon

Dear Sir:

We are sending you today, by express, a fully executed copy of Contract No. 2215 which was awarded to you on September 1, 1939, for grading, surfacing and oiling the Buchanan-Juntura Section of the Central Oregon Highway, in Harney and Malheur Counties. This is for your records and files.

Very truly yours,

JM:AM

Secretary

187-G-3

September 7, 1939

Mr. A. Milne,
7253 N. E. Broadway
Portland, Oregon.

Dear Sir:

We are sending to you today, by express, four copies of State Highway Contract No. 2215 which was awarded to you on September 1, 1939, covering grading, surfacing and oiling on the Buchanan-Juntura Section of the Central Oregon Highway, in Harney and Malheur Counties.

Please execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. After they have been so approved an executed copy will be sent to you for your files. A copy will also be furnished the surety on your bond.

Your attention is called to the paragraph under Section 5 of the General Provisions which relates to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the fact that the contractor is liable for amounts due hospital associations, et cetera, as set forth on the mimeographed page immediately preceding the blue printed provisions.

Yours very truly,

HBG:MC

Secretary

RECEIVED
SEP

187-a-3

September 2, 1939

Mr. A. Milne
7253 N. E. Broadway
Portland, Oregon

Dear Sir:

The State Highway Commission on September 1, 1939, awarded you the contract for 2.64 miles grading and 33.43 miles surfacing and oiling on the Buchanan-Juntura Section of the Central Oregon Highway, in Harney and Malheur Counties. This award was based on your low bid of $126,034 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary

AM

cc - Mr. S. H. Probert
Mr. G. S. Paxson

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DEC 14 1939
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

September 1, 1939

SEP - 5 1939
STATE [illegible]

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Projects Nos. 187-A (2), 187-B (2), 187-C (2), 187-D (2), 187-F (1), 187-G (1), 187-H (1) and 187-I (1), the Buchanan-Juntura Section of the Central Oregon Highway, to A. Milne, Portland, Oregon, who submitted the low bid.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

August 29, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Please be advised that all necessary right of way has been acquired on the Buchanan-Nigger Flat Section, Project No. FA 187-F (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

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AUG [illegible] 1939
FOR FILE

187-a-3

August 29, 1939

Mr. S. H. Probert

Mr. W. C. Williams

Buchanan-Juntura Project

Dear Sirs

Complying with your request of August 26th, we have inserted the prefix 13-1015 to Edward Chidsey's August pay roll, covering charges amounting to $286.13, in connection with the grading, surfacing and oiling of the Buchanan-Juntura Project, which is being advertised for the September 1st meeting of the Commission.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by Mr. L. E. Parsons/ER

cc Mr. E. F. Chidsey

OREGON STATE HIGHWAY COMMISSION
La Grande
August 26, 1939

Mr. S. H. Probert
Office Engineer
State Highway Commission
Salem, Oregon

13-1015

Dear Sir:

Will you please affix correct prefix for the Buchanan-Juntura grading, surfacing and oiling project to the attached payroll of E. F. Chidsey?

It was necessary that Chidsey's party stake right of way, gravel pits and other work prior to the awarding of the contract, hence the charges for the month of August.

Very truly yours

W. C. WILLIAMS
Division Engineer

WCW:MA
enc.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

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AUG 16 1939
STATE HIGHWAY COMMISSION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

August 15, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 187-H (1), the Nigger Flat-Stinkingwater Mt. Section of the Central Oregon Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

Concurrence in award of contract will be withheld pending approval of the 1940 Regular Federal Aid Program dated August 1, 1939.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr. Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
AUG 16 1939
STATE HIGHWAY COMMISSION

August 15, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 187-D (2), the Chimney Creek-Juntura Section of the Central Oregon Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

Concurrence in award of contract will be withheld pending approval of the 1940 Regular Federal Aid Program, dated August 1, 1939.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

RECEIVED
AUG 16 1939
STATE HIGHWAY COMMISSION

August 15, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 187-G (1), the Nigger Flat Section of the Central Oregon Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

Concurrence in award of contract will be withheld pending approval of the 1940 Regular Federal Aid Program, dated August 1, 1939.

Very truly yours

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

FEDERAL WORKS AGENCY
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DISTRICT ONE

MONTANA
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WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

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AUG 16 1939
STATE HIGHWAY [illegible]

August 15, 1939

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

P. S. and E. documents for Oregon Federal Aid Project No. FAP 187-A (3), the Drinkwater Pass-Chimney Creek Section of the Central Oregon Highway, have today been recommended for approval. This is your authority to advertise for bids, subject to final review and approval of the plans and specifications by the Commissioner of Public Roads.

Concurrence in award will be withheld pending approval of 1940 Federal Aid Highway Program.

Very truly yours,

W. H. LYNCH,
District Engineer.

By F E Andrews
F. E. Andrews,
Senior Highway Engineer.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
AUG 16 1939
STATE HIGHWAY COMMISSION

August 15, 1939

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

P. S. and E. documents for Oregon Federal Aid Project No. 187-B (2), the Stinkingwater Mountain-Drinkwater Pass Section of the Central Oregon Highway, have today been recommended for approval. This is your authority to advertise for bids, subject to final review and approval of the plans and specifications by the Commissioner of Public Roads.

Concurrence in award will be withheld pending approval of the 1940 Federal Aid Program, dated August 1, 1939.

If when submitting P. S. and E. papers it is stated whether surfacing is to be carried across bridges it will save this office time in our review. This has previously been requested.

Very truly yours,

W. H. LYNCH,
District Engineer.

By
F. E. Andrews,
Senior Highway Engineer.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

RECEIVED
AUG 15 1939
STATE HIGHWAY COMM

August 14, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 187-I (1), the Drinkwater Pass Section of the Central Oregon Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

Concurrence in award of contract will be withheld pending approval of the 1940 Federal Aid Program.

Very truly yours,

W. H. LYNCH
District Engineer

By
F. E. Andrews
Sr. Highway Engineer

RECEIVED
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STATE HIGHWAY COM

FA 187-F-1

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

August 14, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 187-F (1), the Buchanan-Nigger Flat Section of the Central Oregon Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

Concurrence in award of contract will be withheld until receipt of certificate that right of way has been secured. Concurrence will also be withheld pending approval of the 1940 Regular Federal Aid Program.

The provision for windrowing material for use in the binder course has not always proved satisfactory. We are approving this specification with the understanding that an adequate supply of screened material will be available if there is not sufficient windrowed material.

Corrected ✓

Plan sheet shows the project ending in Section 17. This should be corrected to Section 7.✓ Also plan sheets Nos. 3 to 7,✓ inclusive, do not carry the project number. We will make the necessary corrections here and would suggest that you correct your file copies.

Very truly yours,

W. H. LYNCH
District Engineer

By F E Andrews
F. E. Andrews
Sr. Highway Engineer

Copy sent to Williams on Aug. 31, 1939.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

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AUG 15 1939
STATE HIGH [illegible]

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

August 14, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 187-C (2), the Stinkingwater Mountain Section of the Central Oregon Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

Concurrence in award of contract will be withheld pending approval of the 1940 Regular Federal Aid Program dated August 1, 1939.

Very truly yours,

W. H. LYNCH
District Engineer

By F E Andrews
F. E. Andrews
Sr. Highway Engineer

20P 187

August 10, 1939

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

P. S. and E. for Oregon Federal Aid Secondary Project No. 213-J (1), the Jewel-Banzer Bridge Section of the Nehalem Highway, have been received, and the following comments and suggestions are made from our review:

1. Please furnish test reports showing the quality of the rock in the designated quarry, including the percentage abrasion.

2. We believe that the requirement that the contractor fence the quarry when deemed necessary by the engineer is not satisfactory in this form and suggest that it would be preferable to provide a bid item for such work as is contemplated. This criticism also applies to the same specification contained in the proposal for Project 187, Sections A, B, C, D, F, G, H, and I.

3. It is our opinion that the alternate method of incorporation of filler provided on page 8 is questionable for fine crushed rock of the size specified for the reason that the filler is apt to lay as a crust on top of the surfacing and cause failure of the mat and suggest that the paragraph be deleted.

No information is furnished as to the condition of the decks on the eight bridges, and inasmuch as the oiled surfacing is to be carried across them, it will be necessary that we make a field inspection.

Reference is made to our letter of May 23 relative to oil specifications. Your reply of May 26 discussed the specifications submitted May 20. It is noted that now you return to the original specification though no reason is given for this change. This matter is also involved in the several Federal Aid Projects under FAP 187. Action on all of these projects will be withheld pending receipt of your reply.

Our recommendation for approval of the project papers will be subject to the condition that reflectorized signs will be installed to protect traffic at the narrow bridges.

Very truly yours,

W. H. LYNCH,
District Engineer.

August 8, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate to accompany plans and specifications and five copies of right of way statement for the Chimney Creek-Juntura Section, Project No. FA 187-D (2).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department   Federal Aid Project No. 187-D (2)

[illegible] [illegible]-JUNTURA SECTION
OF THE CENTRAL OREGON HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 5, 1938

Original Project (Sta. 207+95 to 221+00) (Sta. 226+65 to 244+26) (Sta. 258+43.1 to 273+00) (Sta. 281+21.8 to 302+20) (Sta. 306+10 to 483+24.8)

14,100	cu. yds.	Pit-run Gravel Base	$ .23	$ 3,243.00
21,000	yd. mi.	Hauling Gravel, Truck Measure	.09	1,890.00
200	cu. yds.	Filler	.25	50.00
200	yd. mi.	Hauling Filler	.10	20.00
270	M-gal.	Sprinkling	1.70	459.00
4.59	miles	Preparation of Base	100.00	459.00
550	cu. yds.	Screened Mineral Aggregate in Place	1.75	962.50
85	tons	RC-3 Asphalt in Binder Course	25.00	2,125.00
75	tons	SC-6 Road Oil in Place	25.00	1,875.00
		Subtotal		$ 11,083.50
		10% Engr. & Cont.		1,108.35
		Total		$ 12,191.85

Length of Roadway	4.589 miles
Length of Bridge	.018 mile
Total Length	4.607 miles
Cost per mile, Roadway	$ 2,656.75

Extension (Sta. 205+00 to 207+95) (Sta. 221+00 to 226+65) (Sta. 244+26 to 258+43.1) (Sta. 273+00 to 281+21.8) (Sta. 302+20 to 306+10)

2,100	cu. yds.	Pit-run Gravel Base	$ .23	$ 483.00
3,200	yd. mi.	Hauling Gravel, Truck Measure	.09	288.00
30	cu. yds.	Filler	.25	7.50
30	yd. mi.	Hauling Filler	.10	3.00
40	M-gal.	Sprinkling	1.70	68.00
0.66	mile	Preparation of Base	100.00	66.00
80	cu. yds.	Screened Mineral Aggregate in Place	1.75	140.00

12 tons	RC-3 Asphalt in Binder Course	$ 25.00	$ 300.00
11 tons	SC-6 Road Oil in Place	25.00	275.00
		Subtotal		$ 1,630.50
		10% Engr. & Cont.		163.05
		Total		$ 1,793.55

Length 0.661 mile
Cost per mile $ 2,713.38

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Original Project	$ 12,191.85	$ 7,323.00	$ 4,868.85
Extension	1,793.55	1,077.00	716.55
	$ 13,985.40	$ 8,400.00	$ 5,585.40

CROWLEY CREEK-JUNTURA SECTION

PROJECT NO. FA 187-D (2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

August 8, 1939

August 8, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate to accompany plans and specifications and five copies of right of way statement for the Drinkwater Pass-Chimney Creek Section, Project No. FA 187-A (3).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Bash/GS

Encl.

Oregon State Highway Department　　　　Federal Aid Project No. 187-A (3)

DRINKWATER PASS-[illegible] CREEK SECTION

OF THE CENTRAL OREGON HIGHWAY IN HARNEY AND MALHEUR COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 8, 1939

Original Project (Sta. 545+20 to 600+00 = 0+00) (Sta. 67+62 to 142+81) (Sta. 178+45 to 205+00)

9,800	cu. yds.	Pit-run Gravel Base	$ .23	$ 2,254.00
34,200	yd. mi.	Hauling Gravel, Truck Measure	.09	3,078.00
140	cu. yds.	Filler	.25	35.00
140	yd. mi.	Hauling Filler	.10	14.00
180	M-gal.	Sprinkling	1.70	306.00
2.93	miles	Preparation of Base	100.00	293.00
360	cu. yds.	Screened Mineral Aggregate in Place	1.75	630.00
54	tons	RC-3 Asphalt in Binder Course	25.00	1,350.00
48	tons	SC-6 Road Oil in Place	25.00	1,200.00
		Subtotal		$ 9,160.00
		10% Engr. & Cont.		916.00
		Total		$ 9,076.00

Length of Roadway	2.929 miles
Length of Bridges	.007 mile
Total Length	2.936 miles
Cost per mile, Roadway	$ 3,098.66

Extension (Sta. 0+00 to 67+62) (Sta. 142+81 to 178+45)

11,500	cu. yds.	Pit-run Gravel Base	$ .23	$ 2,645.00
40,200	yd. mi.	Hauling Gravel, Truck Measure	.09	3,618.00
160	cu. yds.	Filler	.25	40.00
160	yd. mi.	Hauling Filler	.10	16.00
220	M-gal.	Sprinkling	1.70	374.00
3.42	miles	Preparation of Base	100.00	342.00
420	cu. yds.	Screened Mineral Aggregate in Place	1.75	735.00

64 tons	RC-3 Asphalt in Binder Course	$ 25.00	$ 1,600.00
56 tons	SC-6 Road Oil in Place	25.00	1,400.00
	Subtotal		$ 10,770.00
	10% Engr. & Cont.		1,077.00
	Total		$ 11,847.00

Length of Roadway	3.410 miles
Length of Bridge	.017 mile
Total Length	3.427 miles
Cost per mile, Roadway	$ 3,474.19

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Original Project	$ 9,076.00	$ 5,448.00	$ 3,628.00
Extension	11,847.00	7,112.00	4,735.00
	$ 20,923.00	$ 12,560.00	$ 8,363.00

STINKINGWATER PASS-CHIMNEY CREEK SECTION

PROJECT NO. FA 187-A (3)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

August 8, 1939

August 8, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate to accompany plans and specifications and five copies of right of way statement for the Stinkingwater Mountain-Drinkwater Pass Section, Project No. FA 187-B (2).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department　　　　Federal Aid Project No. 187-B (2)

STINKINGWATER MOUNTAIN-DRINKWATER PASS SECTION OF THE CENTRAL OREGON HIGHWAY IN HARNEY COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 8, 1939

Original Project (Sta. 475 to 508+88) (Sta. 520+43 to 560+43) (Sta. 614+07 to 625+31.7 = 0+00 to 60+20) (Sta. 238+33 to 246+40) (Sta. 261+82 to 318+20)

19,800	cu. yds.	Pit-run Gravel Base	$ .23	$ 4,554.00
41,500	yd. mi.	Hauling Gravel, Truck Measure	.09	3,735.00
280	cu. yds.	Filler	.25	70.00
280	yd. mi.	Hauling Filler	.10	28.00
380	M-gal.	Sprinkling	1.70	646.00
3.91	miles	Preparation of Base	100.00	391.00
490	cu. yds.	Screened Mineral Aggregate in Place	1.75	857.50
74	tons	RC-3 Asphalt in Binder Course	25.00	1,850.00
64	tons	SC-6 Road Oil in Place	25.00	1,600.00
			Subtotal	$ 13,731.50
			10% Engr. & Cont.	1,373.15
			Total	$ 15,104.65

Length of Roadway	3.912 miles
Length of Bridge	.060 mile
Total Length	3.972 miles
Cost per mile, Roadway	$ 3,861.10

Extension (Sta. 508+88 to 520+45) (Sta. 560+43 to 614+07) (Sta. 60+20 to 238+33) (Sta. 246+40 to 261+82) (Sta. 318+20 to 402+30)

32,400	cu. yds.	Pit-run Gravel Base	$ .23	$ 7,452.00
67,700	yd. mi.	Hauling Gravel, Truck Measure	.09	6,093.00
460	cu. yds.	Filler	.25	115.00
460	yd. mi.	Hauling Filler	.10	46.00
620	M-gal.	Sprinkling	1.70	1,054.00
6.49	miles	Preparation of Base	100.00	649.00
810	cu. yds.	Screened Mineral Aggregate in Place	1.75	1,417.50

120	tons	RC-3 Asphalt in Binder Course	$ 25.00	$ 3,000.00
106	tons	SC-6 Road Oil in Place	25.00	2,650.00
		Subtotal		$ 22,476.50
		10% Engr. & Cont.		2,247.65
		Total		$ 24,724.15

Length 6.491 miles
Cost per mile $ 3,808.98

[illegible]

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Original Project	$ 15,104.65	$ 9,064.00	$ 6,040.65
Extension	24,724.15	14,836.00	9,888.15
	$ 39,828.80	$ 23,900.00	$ 15,928.80

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[illegible]
[illegible]

[illegible]

STINKINGWATER MOUNTAIN-DRINKWATER PASS SECTION

PROJECT NO. FA 187-B (2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

August 8, 1939

August 7, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate to accompany plans and specifications and five copies of right of way statement for the Drinkwater Pass Section, Project No. FA 187-I (1).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 187-I (1)

DRINKWATER PASS SECTION OF THE
CENTRAL OREGON HIGHWAY IN HARNEY COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 7, 1939

3,700	cu. yds.	Pit-run Gravel Base	$ .23	$ 851.00
10,000	yd. mi.	Hauling Gravel, Truck Measure	.09	900.00
50	cu. yds.	Filler	.25	12.50
50	yd. mi.	Hauling Filler	.10	5.00
70	M-gal.	Sprinkling	1.70	119.00
1	mile	Preparation of Base	100.00	100.00
120	cu. yds.	Screened Mineral Aggregate in Place	1.75	210.00
19	tons	RC-3 Asphalt in Binder Course	25.00	475.00
17	tons	SC-6 Road Oil in Place	25.00	425.00
			Subtotal	$ 3,097.50
			10% Engr. & Cont.	309.75
			Total	$ 3,407.25

Length 0.998 mile
Cost per mile $ 3,414.07

Federal Aid Funds Requested- -	$ 2,050.00
State Funds- -	1,357.25
	$ 3,407.25

BRIDGEWATER PASS SECTION

PROJECT NO. FA 157-I (1)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

August 7, 1939

August 7, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate to accompany plans and specifications and five copies of right of way statement for the Nigger Flat Section, Project No. FA 187-C (1).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/GS

Encl.

Oregon State Highway Department   Federal Aid Project No. 187-C (1)

NIGGER FLAT SECTION OF THE

CENTRAL OREGON HIGHWAY IN HARNEY COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 7, 1939

2,800	cu. yds.	Pit-run Gravel Base	$ .23	$ 644.00
7,700	yd. mi.	Hauling Gravel, Truck Measure	.09	693.00
40	cu. yds.	Filler	.25	10.00
40	yd. mi.	Hauling Filler	.10	4.00
50	M-gal.	Sprinkling	1.70	85.00
0.59	mile	Preparation of Base	100.00	59.00
70	cu. yds.	Screened Mineral Aggregate in Place	1.75	122.50
11	tons	RC-3 Asphalt in Binder Course	25.00	275.00
10	tons	SC-6 Road Oil in Place	25.00	250.00
			Subtotal	$ 2,142.50
			10% Engr. & Cont.	214.25
			Total	$ 2,356.75

Length	0.592 mile
Cost per mile	$ 3,980.99

Federal Aid Funds Requested- -	$ 1,420.00
State Funds- -	936.75
	$ 2,356.75

NIGGER FLAT SECTION

PROJECT NO. FA 187-C (1)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

August 7, 1939

August 7, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate to accompany plans and specifications and five copies of right of way statement for the Nigger Flat-Stinkingwater Mountain Section, Project No. FA 187-H (1).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 187-H (1)

[illegible] FLAT-STINKINGWATER MOUNTAIN SECTION

OF THE CENTRAL OREGON HIGHWAY IN HARNEY COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 7, 1939

14,300	cu. yds.	Pit-run Gravel Base	$ .23	$ 3,289.00
66,000	yds. mi.	Hauling Gravel, Truck Measure	.09	5,940.00
200	cu. yds.	Filler	.25	50.00
200	yd. mi.	Hauling Filler	.10	20.00
270	M-gal.	Sprinkling	1.70	459.00
3.43	miles	Preparation of Base	100.00	343.00
420	cu. yds.	Screened Mineral Aggregate in Place	1.75	735.00
63	tons	RC-3 Asphalt in Binder Course	25.00	1,575.00
57	tons	SC-6 Road Oil in Place	25.00	1,425.00
			Subtotal	$ 13,836.00
			10% Engr. & Cont.	1,383.60
			Total	$ 15,219.60

Length	3.427 miles
Cost per mile	$ 4,441.08

Federal Aid Funds Requested- - - - - - - - - - - - - - - - - - - -	$ 9,140.00
State Funds- -	6,079.60
	$ 15,219.60

NIGGER FLAT-STINKINGWATER MOUNTAIN SECTION

PROJECT NO. FA 157-E (1)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

August 7, 1939

August 7, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate to accompany plans and specifications and five copies of right of way statement for the Stinkingwater Mountain Section, Project No. FA 187-C (2).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department   Federal Aid Project No. 187-C (2)

[illegible] SURFACE OF THE

CENTRAL OREGON HIGHWAY IN HARNEY COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 7, 1939

Original Project (Sta. 450+93 to 475+00)

1,900	cu. yds.	Pit-run Gravel Base	$ .23	$ 437.00
6,000	yd. mi.	Hauling Gravel, Truck Measure	.09	540.00
30	cu. yds.	Filler	.25	7.50
30	yd. mi.	Hauling Filler	.10	3.00
40	M-gal.	Sprinkling	1.70	68.00
0.46	mile	Preparation of Base	100.00	46.00
60	cu. yds.	Screened Mineral Aggregate in Place	1.75	105.00
8	tons	RC-3 Asphalt in Binder Course	25.00	200.00
7	tons	SC-6 Road Oil in Place	25.00	175.00
			Subtotal	$ 1,581.50
			10% Engr. & Cont.	158.15
			Total	$ 1,739.65

Length 0.455 mile

Cost per mile $ 3,823.40

Extension (Sta. 273+80 to 450+93)

13,800	cu. yds.	Pit-run Gravel Base	$ .23	$ 3,174.00
44,000	yd. mi.	Hauling Gravel, Truck Measure	.09	3,960.00
190	cu. yds.	Filler	.25	47.50
190	yd. mi.	Hauling Filler	.10	19.00
260	M-gal.	Sprinkling	1.70	442.00
3.31	miles	Preparation of Base	100.00	331.00
400	cu. yds.	Screened Mineral Aggregate in Place	1.75	700.00
61	tons	RC-3 Asphalt in Binder Course	25.00	1,525.00
55	tons	SC-6 Road Oil in Place	25.00	1,375.00
			Subtotal	$ 11,573.50
			10% Engr. & Cont.	1,157.35
			Total	$ 12,730.85

Length	3.309 miles
Cost per mile	$ 5,847.34

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Original Project	$ 1,739.65	$ 1,045.00	$ 694.65
Extension	12,730.85	7,645.00	5,085.85
	$ 14,470.50	$ 8,690.00	$ 5,780.50

All necessary rights of way have been acquired for this project.

[illegible]
State Highway Engineer

By

[illegible]
District Engineer

[illegible]

STINKINGWATER MOUNTAIN SECTION

PROJECT NO. FA 187-C (2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

August 7, 1939

August 5, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate to accompany plans and specifications and five copies of right of way statement for the Buchanan-Nigger Flat Section, Project No. FA 187-F (1). Likewise are enclosed laboratory reports covering tests of rock from pits located adjacent to mile points 156.4, 167.49, 175.3, 183.98 and 186.53.

Five sets of blueprint plans and five bid proposals are being sent under separate cover.

Your attention is called to the condition that seven additional projects are covered by the specifications, We expect to submit the P. S. & E. papers for the remaining projects, Monday.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

Federal Aid Project
No. 187-F (1)

BUCHANAN-NIGGER FLAT SECTION OF THE

CENTRAL OREGON HIGHWAY IN HARNEY COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 5, 1939

All Required		Clearing and Grubbing		$ 500.00
70	cu. yds.	Trench Excavation	$1.00	70.00
14,000	cu. yds.	Common Excavation	0.20	2,800.00
28,000	cu. yds.	Solid Rock Excavation	0.65	18,200.00
36,000	yd. stas.	Overhaul	0.015	540.00
3,600	yd. mi.	Truck Haul	0.12	432.00
2.64	miles	Finishing Roadbed and Slopes	300.00	792.00
5,700	lin. ft.	Rounding Cutbanks	0.10	570.00
30	lin. ft.	15" Corr. Iron Pipe	2.00	60.00
480	lin. ft.	18" Corr. Iron Pipe	2.00	960.00
100	lin. ft.	36" Corr. Iron Pipe	5.00	500.00
90	lin. ft.	Salvaging Culvert Pipe	1.00	90.00
11	cu. yds.	Class "A" Concrete	35.00	385.00
1,300	lbs.	Metal Reinforcement	0.06	78.00
15,800	cu. yds.	Pit-run Gravel Base	0.23	3,634.00
19,500	yd. mi.	Hauling Gravel, Truck Measure	0.09	1,755.00
220	cu. yds.	Filler	0.25	55.00
220	yd. mi.	Filler Haul	0.10	22.00
300	M-Gals.	Sprinkling	1.70	510.00
2.64	miles	Preparation of Base	100.00	264.00
320	cu. yds.	Screened Mineral Aggregate in Place	1.75	560.00
49	tons	RC-3 Asphalt in Binder Course	25.00	1,225.00
44	tons	SC-6 Road Oil in Place	25.00	1,100.00
		Sub-total		$35,102.00
		10% Engr. & Cont.		3,510.20
		Total		$38,612.20

Length	2.640 miles
Cost per mile	$14,625.83

Federal Aid Funds Requested- $23,170.00
State Funds- 15,442.20

$38,612.20

BUCHANAN-[illegible] FLAT SECTION

PROJECT NO. FA 187-F (1)

While negotiations for right of way are in progress, some 4 parcels have not as yet been acquired, nor have the rights to occupy and use these parcels been secured, but it is now believed that the right of way can be made fully available within 21 days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

August 5, 1939

FORM [illegible]-1 8M 8-38

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
JAN 4 - 1939
OREGON
STATE HIGHWAY COMMISSION

187-a-3

January 3, 1939

Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

NOTED
Ass't State Highway Engineer

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

I am submitting herewith estimate of cost for surfacing and oiling the Buchanan-Juntura Section of the Central Oregon Highway.

We have prospected and determined that gravel topping is available throughout but according to laboratory tests the gravel is not very suitable for road mix. As good rock is available it appears desirable to use a C-11 oil mat instead of the mix.

The estimate of cost is based on the placing of approximately 4,000 additional cubic yards of gravel per mile, a leveling course of crushed rock thereon and C-11 oil.

I believe the first work should be done from the Buchanan end of the project, as the worst portion of the road is between the bottom of Stinking Water Mountain and the Middle Fork of the Malheur. If $150,000 is available it would complete work to about the Middle Fork.

I believe you should give some further consideration to some improvement of that section of the old road between Buchanan and Nigger Flat. There are two 16° curves which would have to remain but the entire section ought to be widened to at least a 30' or 34' width. While we have no survey to determine the actual cost, I would estimate such widening at about $20,000. If $20,000 was spent in the widening and $130,000 in surfacing and oiling, approximately one half of the project would be completed.

Yours very truly

W. C. WILLIAMS
Division Engineer

WCW:WM
CC RH Baldock ✓
Enclosure

FORM 5-[illegible] 5M 9-33

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED

December 29th, 1938

187-11-3

Mr. W. C. Williams
Division Engineer
State Highway Department
La Grande, Oregon

NOTED
Asst. State Highway Engineer

Dear Sir:

In order to prepare the 1940 budget, will you kindly send me what information you can on the Juntura Section. Please advise the type of oiling, whether road mix or surface treatment and from which end of the road the improvement should start; that is, if there is only about $150,000 available, would you prefer the work westward from Juntura or eastward from Buchanan.

Also, please furnish estimates of the Brogan-Jamieson Section and the Unity-Malheur County Line Section.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

FORM 5-M-1 1000 8-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

RECEIVED
FEB 15 1938
FOR FILING

187-A-3

January 31, 1938

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

NOTED
State Highway Engineer

Attention Mr. H. G. Smith, ConstructionEngineer

Dear Sir:

Prior to the surfacing and oiling of the Central Oregon Highway between Buchanan Ranch and Juntura, we should make a careful check of all available gravel pits and sufficient rock quarries. We know that there is gravel available at Stinkingwater Creek and the middle fork of the Malheur, but are not certain as to the amounts. It is possible that there are additional gravel pits that could be located and that would materially decrease haul on the gravel topping. No definite quarries have been located or prospected and at least two quarries should be located to provide for a crushed rock surfacing course and oil mat wearing surface.

The most economical surfacing on this section would be to construct about 12 inches of gravel topping covered with a smoothing course of crushed rock and an oil mat wearing surface. This amount of gravel for the 33 mile section would require from 150,000 to 175,000 cubic yards and the pits must be well prospected in order to determine if this amount is available. Harrison Davis, now working at Burns, has had considerable experience in locating gravel pits and I would suggest he be assigned to the work of looking for and developing all possible gravel pits, as well as two suitable quarries.

I am enclosing herewith an order for state force work in the amount of $1200.00 covering the proposed prospecting and developing work.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA

cc R. H. Baldock ✓

CONTRACT#2219 MAINT-FERRIES-ENERGEN

1939
Coos River
2217 Maint - Ferries - Enegren

CONTRACT #2219 MAINT-FERRIES-EVERGEN

1939 1
Coos River
2217 Maint - Ferries - Enegren

CONTRACT# 2218

34-1023 Moving school building near
Manning, Washington Co. 1939

2218

RECEIVED
NOV 28 1941
FOR FILING

34-1023

R

November 27, 1941

Wilbur, Beckett, Howell & Oppenheimer
Attorneys at Law
Board of Trade Building
Portland, Oregon

Gentlemen:

In accordance with your letter of November 26, we advise that Odom Construction Company's contract No. 2218 for moving and re-establishing school buildings at Manning on the Wolf Creek Highway, in Washington County, was completed November 18, 1939, and accepted March 22, 1940. Final payment was made on this contract March 11, 1940.

The only claim filed against this contract was that of Saxton and Looney filed on July 23, 1940, in the amount of $189.45, through the office of the Secretary of State.

The contract for construction of the state heating plant was not a Highway Department construction job, but was let by the Board of Control. We are sending the office of the Board of Control a copy of your letter, with the request that they furnish the information in regard to this contract direct to you.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD/mm

cc - Board of Control

(1)

R. W. WILBUR
H. B. BECKETT
F. C. HOWELL
E. K. OPPENHEIMER
ROBERT T. MAUTZ
CALVIN N. SOUTHER

WILBUR, BECKETT, HOWELL & OPPENHEIMER
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND, OREGON

CABLE ADDRESS
WILBUR

27 1941

Nov. 26, 1941.

Mr. H. B. Glaisyer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Mr. Glaisyer:

I would appreciate it very much if you would let me know the date of completion and acceptance of the work of remodelling the Depoe Bay Bridge which is designated as State Highway Contract No. 2257 and also please let me have the names, addresses and amounts of any claims that may have been filed against this contract.

I would also like the same information concerning Oregon State Highway Contract No.2218 for moving and reestablishing the Manning School Building and Play Shed, namely to the date of completion and acceptance and the names, addresses and amounts of any claims that have been filed against this contract.

Some time ago I asked you for the date of completion and acceptance of the State Heating Plant, the number of which I do not have, but all you could tell me at that time was that the final payment had been made on Feb.2,1940, and the retained percentage paid on March 11, 1940. If you have any more definite information as to the date of completion I would like very much to get this information from you.

Please let me hear from you at your earliest convenience.

Sincerely yours,

WILBUR, BECKETT, HOWELL & OPPENHEIMER,

By Cal N. Souther

CNS/P

REFERRED TO
[illegible]
BY SECRETARY

prepare reply
#HS

RECEIVED
JUL 23 1940
FOR FILING

34-1023

July 23, 1940

Honorable Earl Snell
Secretary of State
OFFICE

Dear Sir:

This acknowledges receipt of your letter of July 17 inclosing copies of a claim which has been filed in your office by Saxton & Looney against the bond taken from the Odom Construction Company in connection with contract No. 2218 for moving and re-establishing the Manning school building and play shed.

In accordance with our usual practice, we are today notifying the surety and the contractor that this claim has been filed.

Very truly yours,

STATE HIGHWAY COMMISSION

By

DD:AM

Secretary

[illegible]
D.G. DeSart

[illegible]
SECRETARY OF STATE
[illegible]

July 23, 1940

Maryland Casualty Company
Mansfield & Company
Lewis Building
Portland, Oregon

Gentlemen:

We are handing you herewith a copy of a claim which has been filed with the Secretary of State by Saxton & Looney against the bond taken from the Odom Construction Company in connection with state highway contract No. 2218 for moving and re-establishing the Manning school building and play shed.

This is being forwarded to you inasmuch as you appear surety on the bond furnished by the contractor in connection with the above-mentioned contract.

Very truly yours,

STATE HIGHWAY COMMISSION

By

DD:AM Secretary

cc - Odom Construction Co.
Oregon City, Oregon

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
JUL 18 1940
[illegible]

July 17, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There are enclosed for your information and files, three copies of a notice of claim by Saxton & Looney, for $189.45 against the bond taken from Odom Construction Company, principal, and Maryland Casualty Co., surety, for work on Highway commission contract No. 221[illegible], moving of Manning School, which was received from P. L. Crooks & Co. Inc., Portland, Oregon, and filed in this office today.

Please acknowledge receipt of the copies.

Very truly yours,

Earl Snell

Secretary of State

[illegible]
encs. 3

Forest Grove, Oregon
July 8th, 1940

Earl Snell
Secretary of State
Salem, Oregon

Dear Sir:

Notice is hereby duly given that the undersigned, SAXTON & LOONEY, have a claim for crushed rock used on State of Oregon Highway Commission Contract No. 2218 - moving of Manning School,- Contractor Odom Construction Company, in the sum of ONE HUNDRED EIGHTY NINE DOLLARS AND FOURTY FIVE CENTS ($189.45), for which sum we hereby make claim against the bond taken from the Maryland Casualty Company - for the work above mentioned.

Yours very truly,

SAXTON & LOONEY

By A. H. Saxton

State of Oregon
County of Multnomah } ss

I, A. H. Saxton, having been first duly sworn on oath, do hereby depose and say: That I am firm member, of the claimant named in the above bill, that the said claim of $189.45 is true and correct; that the services or materials therein mentioned were actually rendered or furnished as herein charged; and that said claim, or any part thereof, has not been paid.

A. H. SAXTON

Subscribed and sworn to before me this 16th day of July 1940.

My commission expires Mar 29-1943

(SEAL)

BELLE DENNIS
Notary Public for Oregn

Endorsed: File No. 2917
Filed July 17, 1940
EARL SNELL, Secretary of State

#2218

RECEIVED
APR 26 19[illegible]
FC[illegible]

34-1023

April 24, 1940

Mansfield & Company
310 Lewis Building
Portland, Oregon

Attention: L. W. Naff

Gentlemen:

In reply to your letter of April 23 with reference to Odom Construction Company's contract, No. 2218, moving and remodeling Manning School, you are advised that this contract was completed on November 18, 1939, and was accepted by the State Highway Commission on March 22, 1940.

Very truly yours,

Secretary

JM:AM

ASSOCIATE
MEMBER

MANSFIELD & CO.
Successors to
BRISBINE & MANSFIELD
SURETY BONDS — GENERAL INSURANCE
310 LEWIS BUILDING
PORTLAND, OREGON
[redacted]
ATWATER 0191

CHAS. A. MANSFIELD
BEACON 2309
L. W. NEFF
BROADWAY 3817

April 23, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Re: Bond 269474 - Odom Construction Co.
Contract 2218 - Moving and remodeling
school building at Manning, Oregon

For the completion of our file, will you please advise as of what date the above contract was completed and accepted by your commission? A notation on the bottom of this letter will be appreciated.

Thank you.

Yours very truly
MANSFIELD & CO.
By L W Neff

N

Completed Nov. 18, 1939 -
Accepted March 22, 1940

#2218

RECEIVED
APR 17 1940
FOR FILING

34-1023

Form 2-30—Revised—[illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 12, 1940

Subject: Manning Schoolhouse

To: Mr. H. B. Glaisyer
Secretary
Salem, Oregon

Dear Sir:

Odom Construction Company completed its work on Contract 2218, moving schoolhouse at Manning, on November 18, 1939. Will you please secure authority from the Commission to pay the final estimate on this job.

Yours very truly,

G. S. Paxson
Bridge Engineer

By W A Reeves a.g.

W. A. Reeves
Bridge Office Engineer

CAG:VM

APPROVED BY HIGHWAY COMMISSION
DATE March 22, 1940
HBGlaisyer
Secretary

#2218

34-1023

March 15, 1940

Maryland Casualty Company,
Mansfield & Co., Agents
Lewis Building
Portland, Oregon

Gentlemen:

This is to advise you that it is the intention of the State Highway Department to make final payment to Odom Construction Company, for work performed under State Highway Contract No. 2218, on or about March 27, 1940. This payment will be in the amount of $602.50. The total amount that will have been paid to the contractor, including final payment, amounts to $4,820.00. This contract covers the moving and re-establishing of the school building and play shed at Manning, Oregon.

Yours very truly,

RV:aMC Secretary

cc - Carl F. Smith

RECEIVED
OCT 20 1939
FOR FILING

34-1233

October 20, 1939

ODOM CONSTRUCTION COMPANY
Box 48
Oregon City, Oregon

Gentlemen:

On October 2 we forwarded to you by railway express your copy of the contract for the moving of the Manning School Building. We have recently been advised by the railway express agency at Oregon City that you have failed to call for this package. Will you please take care of this matter at your early convenience so that the contract will not have to be returned to Salem.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

JM:MBL

cc - Railway Express Agency
Oregon City, Oregon

34-1023

Notice to Shipper of Goods Undelivered

RAILWAY EXPRESS AGENCY
INCORPORATED

OREGON CITY, ORE.

Street address where shipment is held
State
City Oct. 12- 37
1 Pa

You are notified that Article C. O. D. or Collection 37 Oct. 2-

Forwarded by you on

Addressed to Odom Construction Co.

Box 48 charges Paid

Your invoice or identification No.

Remains in this office undelivered because Consignee has not called in response to posted notice.

This shipment is held at Owner's Risk subject to Express charges. Please give prompt orders for disposition. SEE DIRECTIONS ON OTHER SIDE.

W. K. [illegible] Agt Agent

OUR REFERENCE No. 4795

SEE OTHER SIDE

560—6-35 PRINTED IN U.S.A.

Odom
Box 4
Orego

Gentlemen:

We are
a fully executed
awarded to you on
re-establishing the
the vicinity of Man
is for your records

y yours,

JM:AM

Secretary

34-1023

October 2, 1939

Odom Construction Co.
Box 48
Oregon City, Oregon

Gentlemen:

We are sending to you today, by express, a fully executed copy of Contract No. 2218 which was awarded to you on September 1, 1939, for moving and re-establishing the school building and play shed in the vicinity of Manning, in Washington County. This is for your records and files.

Very truly yours,

JM:AM

Secretary

34-1023

October 2, 1939

Maryland Casualty Company
Mansfield & Company, Agents
Lewis Building
Portland, Oregon

Gentlemen:

We are sending to you today, by express, a fully executed copy of Contract No. 2218 which was awarded to the Odom Construction Company on September 1, 1939, for moving and re-establishing the school building and play shed in the vicinity of Manning, in Washington County.

This is being sent to you inasmuch as you appear surety on the bond furnished by the contractor and is for your records and files.

Very truly yours,

JM:AM

Secretary

#2218

34-1023

September 25, 1939

Mr. Ivan C. Anderson, Manager,
Material Dealers' Credit Association, Inc.
403 Lewis Building,
Portland, Oregon.

Dear Sir:

Reference is made to your letter of September 18th concerning the contract which was awarded to the Odom Construction Company on September 1st for moving and re-establishing the school building at Manning in Washington County.

You are advised that the bond furnished in connection with this contract was written by the Maryland Casualty Company, for whom Mansfield & C ompany, who have offices in the Lewis Bldg., Portland, are resident agents.

Very truly yours,

Secretary.

Dict. by J. McFarland.

RECEIVED
SEP 19 1939
SSION

BUILDING MATERIAL DEALERS' CREDIT ASSOCIATION, INC.
IVAN C. ANDERSON, MANAGER

"A Building Material Dealer Owned and Operated
Credit Information Clearing House"

403 LEWIS BUILDING
ATWATER 6519
PORTLAND, OREGON

ARTHUR H. LEWIS
ASSOCIATION ATTORNEY

MEMBERS:
Albina Shingle Co.
Benj. Franklin Federal Savings & Loan Assn.
Brice Mortgage Co.
Brighter Homes Paint Store
Marley Brown Lumber Co.
Builders Hdwe & Supp. Co.
Candland Company, The
Cashway Lumber Co.
Cavenah Lumber Co.
C. D. M. Paint Co.
Central Wood Products Co.
Chown Hardware Co.
Clark & Wilson Lumber Co.
Columbia Brick Works
Commonwealth, Inc.
Consolidated Supply Co.
Copeland Lumber Co.
J. W. Copeland Yards
Crane Co.
Daily Journal of Commerce
Dealers Supply Co.
Dolan Building Material Co.
Drake Lumber & Fuel Co.
DuBois Lumber Co.
Eagle Lumber Yards
Eastern & Western Lbr. Co.
East St. Johns Shingle Co.
East Side Mill & Lbr. Co.
Emerson Hardwood Co.
Enterprise Planing Mill
First Federal Savings & Loan Association
First National Bank
Geo. H. Fitzgibbon
Francis Brothers
Francis Feed Co.
Francis Supply Co.
W. P. Fuller & Co.
General Paint Corpn.
Hawley Gilbert Co.
Glisan Lumber Co.
Highway Feed Store
Inman Poulsen Lumber Co.
Jones Lumber Co.
Kendall Heating Co.
Kingsley Lumber Co.
E. D. Kingsley Lumber Co.
Masons Supply Co.
McCraken Ripley Co.
W. J. McCready Lumber Co.
A. McMillan & Co.
Mercer Steel Co.
Mongrain Shingle Co.
Montavilla Feed Store
Morehouse Glass Co.
Mueller Furnace Sales Co.
Multnomah Lbr. & Box Sales Co.
Nilsson Wall Paper Co.
Northwest Mortgage Co.
Oregon Door Co.
Oregon Lumber Co.
Oregon Portland Cement Co.
Pacific Bldg. Materials Co.
Pacific Portland Cement Co.
Portland Chamber of Commerce
Portland Concrete Pipe & Products Co.
Portland Shingle Co.
Portland Trust & Savings Bank.
Powell Valley Lumber Co.
Rasmussen & Co.
Rowell Lumber Service
S. & S. Paint Mfg. Co.
Santa Cruz Portland Cement Co.
Seeley & Co.
Schorn Paint Co.
Southeast Portland Lbr. Co.
Spaulding Bldg. Materials Company.
Stark-Davis Co.
Stone Supply Co.
Strowbridge Hdwe. & Paint Co.
Jas. A. C. Tait Co.
Time Tested Paint Store
Union Avenue Shingle Co.
Union Floor Co.
United States National Bank
Ward Lumber Co.
West Portland Lumber Co.

September 18, 1939

State Highway Department,
Salem, Oregon.

Gentlemen:

Will you please advise us if the contract let to the Odom Construction Co. to move the school at Manning, Oregon, in connection with the Wolf Creek Highway is bonded. Your early attention will be appreciated.

Yours very truly,

Ivan C. Anderson

Manager

IS

[illegible]
personal reply
made

BUILDING MATERIAL DEALERS' CREDIT ASSOCIATION, INC.
IVAN C. ANDERSON, MANAGER

"A Building Material Dealer Owned and Operated Credit Information Clearing House"

403 LEWIS BUILDING
ATWATER 8319
PORTLAND, OREGON

ARTHUR H. LEWIS
ASSOCIATION ATTORNEY

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Nilsson Wall Paper Co.
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Time Tested Paint Store
Union Avenue Shingle Co.
Union Floor Co.
United States National Bank
Ward Lumber Co.
West Portland Lumber Co.

RECEIVED
SEP 26 1939
STATE HIGHWAY COMMISSION

September 25, 1939

State Highway Department,
Salem, Oregon.

Gentlemen:

On September 18th we wrote you as follows -

> "Will you please advise us if the contract let to the Odom Construction Co. to move the school at Manning, Oregon, in connection with the Wolf Creek Highway is bonded. Your early attention will be appreciated."

Can you now give us the information requested, please?

Yours very truly,

Ivan C Anderson

Manager

IS

REFERRED TO
[illegible]
SECRETARY

[illegible]

#2218

31-1023

September 12, 1939

ODOM CONSTRUCTION COMPANY
Box 48
Oregon City, Oregon

Gentlemen:

We are sending you today by express four copies of Contract No. 2218 which was awarded to you on September 1, 1939, by the State Highway Commission, covering the moving and re-establishing of a school building at Manning, in Washington County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 5, page 6, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION
By

Secreta ry

JM:MBL

cc - Bridge Department

34-1023

September 2, 1939

Odom Construction Co.
Box 48
Oregon City, Oregon

Gentlemen:

The State Highway Commission on September 1, 1939, awarded you the contract for moving and re-establishing a school building and play shed in the vicinity of Manning, installing equipment in a community Hall for temporary school quarters, and construction of a septic tank, water pipe line and tile drains, Washington County. This award was based on your low bid of $4,820 submitted on August 31, 1939.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

AM Secretary

cc - Mr. R. H. Probert
Mr. G. S. Paxson

CONTRACT# [redacted] 2219

52-A-6 Dundee-West Dayton Sec., 1940
Pacific Hwy. West
#2219

CEIVED
FORM E-30 50M 6-41
SEP 4 1942
OR FILING

52-A-6

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Sept. 4, 1942

Subject: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	12386	2219	10-final	McNutt Bros.	3,787.04	228819	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

ok for release
a.m.

ACCOUNTING DIVISION

By________________
Bookkeeping Dept.

Approved H B Glaisyer
Secretary

RECEIVED
AUG 12 1942
FOR FILING

52-A-6

August 12, 1942

Maryland Casualty Company
Hansen & Rowland, Inc.
Washington Building
Tacoma, Washington

Gentlemen:

On or after August 22, the State Highway Commission will pay to McNutt Brothers, on contract No. 2219 for grading and paving the Dundee-West Dayton Section of the Pacific Highway West, in Yamhill County, a revised final in lieu of the final payment of which you were notified in our letter of December 19, 1940. The total payment on this contract, including this revised final, will be $110,667.29, of which $846.96 is for force account.

Please acknowledge receipt of this letter.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD/mm

NOTED
D. G. DeSart

RECEIVED
AUG 5 1942
FOR FILING

52-A-6

Salem
August 4, 1942

Mr. S. H. Proberts

We hand you herewith two executed copies of an agreement between the State Highway Commission and the McNutt Brothers with reference to their claim for extra compensation on their Contract No. 2219, covering the grading and paving on the Dundee-West Dayton Section in Yamhill County.

Executed copies of this agreement have been mailed to McNutt Brothers and Mr. Glaisyer has retained one copy for the Commissions files.

C. B. McCullough

JM:CA

cc: H. G. Smith

RECEIVED
AUG 5 1942
FOR FILING

5-A-6

SALEM
August 3, 1942

Agreement with McNutt Brothers

Mr. C. B. McCullough
Assistant Chief Engineer

I am handing you, herewith, three copies of an agreement between the State Highway Commission and McNutt Brothers, disposing of McNutt Brothers' claim for extra compensation arising out of their contract with the State Highway Commission for grading and paving of the Dundee-West Dayton Section of the Pacific Highway West, in Yamhill County, being contract No. 2219. These are for further handling by yourself.

I have retained the original of this agreement which I am attaching to the above mentioned contract.

Secretary

HBG/mm

Original agreement filed in contract # 2219

NOTED
D.G. DeSart

August 3, 1942

McNutt Brothers
351½ E. Broadway
Eugene, Oregon

Gentlemen:

Attached hereto is an executed copy of an agreement between yourselves and the State Highway Commission, covering the disposition of a claim for extra compensation arising out of your contract with the State Highway Commission for the grading and paving of the Dundee-West Dayton Section of the Pacific Highway West, in Yamhill County, being contract No. 2219.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

HDG/mm

~~Extra~~

RECEIVED
AUG 4 1942
FOR FILING
52-A-6

SALEM
August 3, 1942

Agreement with McNutt Brothers

Mr. C. B. McCullough
Assistant Chief Engineer

I am handing you, herewith, three copies of an agreement between the State Highway Commission and McNutt Brothers, disposing of McNutt Brothers' claim for extra compensation arising out of their contract with the State Highway Commission for grading and paving of the Dundee-West Dayton Section of the Pacific Highway West, in Yamhill County, being contract No. 2219. These are for further handling by yourself.

I have retained the original of this agreement which I am attaching to the above mentioned contract.

also send 1 copy to McNutt Bros

Secretary

HBG/mm

August 3, 1942

McNutt Brothers
351½ E. Broadway
Eugene, Oregon

Gentlemen:

Attached hereto is an executed copy of an agreement between yourselves and the State Highway Commission, covering the disposition of a claim for extra compensation arising out of your contract with the State Highway Commission for the grading and paving of the Dundee-West Dayton Section of the Pacific Highway West, in Yamhill County, being contract No. 2219.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

HBG/mm

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
HURON W. CLOUGH, CANYONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
SALEM
J. M. DEVERS
ATTORNEY
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

RECEIVED
APR 15 1941

32-A

April 12, 1941

IN REPLY PLEASE REFER TO FILE NO.

McNutt Bros.,
Contractors,
3512 E. Broadway,
Eugene, Oregon.

Gentlemen:

This will reply to your telephone inquiry of yesterday concerning the elimination of sprinkling quantities from your final estimate, after having received field receipt tickets for such sprinkling, on the Dundee-West Dayton Contract No. 2219.

I have discussed this matter with Mr. B. O. Johnson, the Resident Engineer, and have confirmed his explanations by a perusal of the pertinent provisions of the contract.

On page 6 of the special provisions of the contract, there is a specification titled "Sprinkling Embankment Materials", and on page 7 under "Measurement and Payment", there is provided a pay item of "Sprinkling Embankment Materials". However, all your grading work was conducted during wet or damp weather and no sprinkling was required or performed in the fill construction.

On page 23 of the special provisions under "Measurement and Payment" for 3" minus materials in base, it is stated that the "bid price shall be understood to include and cover the preparing of the subgrade, the loading, hauling, placing, shaping, sprinkling and compacting of the materials, and the performance of all other work involved in the construction of the base as specified".

On the same page 23 under "Preparation of the Subgrade for Concrete Pavement", it is provided that payment for all required work in such preparation as called for in the standard specification section 24 shall be included in the payment for Portland cement concrete pavement.

On page 43 of the special provisions, it is stated that payment for the shoulder materials shall be understood to include full and complete payment for the construction of the shoulders, including the furnishing, hauling, placing, spreading, rolling and sprinkling work.

McNutt Bros.
April 12, 1941
Page 2

On this same page, covering "Rock Surfacing of Approach Roads and Detour Roadways", it is stated that the basis of measurement and payment for this rock surfacing work shall be the same as hereinbefore specified for the rock base and the rock shoulders.

Under these provisions, therefore, you were entitled to payment for sprinkling only if performed in connection with construction of embankments, and no such sprinkling was performed. The tickets which were issued by the inspector for sprinkling in the surfacing and detour work were in error and, therefore, become null and void as a payment credit, in view of the definite provisions of the contract. It is apparent, therefore, that the final estimate is in order and in conformity with the work actually performed under the contract.

Yours very truly,

F. D. EASON,
Division Engineer.

FDE:AM
cc Mr. S. H. Probert ✓
Mr. H. G. Smith
Mr. B. O. Johnson

57-A-6

R.H.Baldock ✓

Cost Analysis - Final Report
Dundee-West Dayton
Pacific Highway West

Contract #2219
B. O. Johnson, Resident Engineer

Prefix 36-1111
McNutt Bros., Contractors

RECEIVED
FOR FILE

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clear & Grub	$373.32	All			$500.00
Trench Excavation	467.48	350.8 cu. yd.	$1.33	$3.00	1,029.00
Excav., Single Class	12,271.12	45,833.5 " "	0.26	0.20	9,166.70
Overhaul	1,114.04	73,093.9 yd. sta.	0.02	0.01	730.94
Truck Haul	1,635.52	10,189.5 yd. mi.	0.16	0.10	1,018.95
Finish Roadbed & Slopes	344.88	1.977 Mile	174.44	300.00	593.10
Rounding Cutbanks	190.81	2,017 lin. ft.	0.09	0.08	161.36
Removal of Old Pavement	2,781.56	10,668.1 sq. yd.	0.26	0.20	2,133.62
" " Sidewalks	257.36	1,315.1 " "	0.19	0.15	197.27
8" Sewer Pipe	41.38	97 lin. ft.	0.42	1.00	97.00
12" " "	30.81	50 " "	0.62	1.50	75.00
12" Concrete Pipe	459.80	540 " "	0.85	1.10	594.00
18" " "	158.81	93 " "	1.71	2.20	204.60
24" " "	41.48	18 " "	2.30	3.00	54.00
36" " "	240.58	51 " "	4.71	6.80	346.80
Salvage Pipe	278.37	292 " "	0.95	1.00	292.00
Reconst. Catch Basins	142.07	9 each	15.78	25.00	225.00
Concrete " "	342.88	12 "	28.57	25.00	300.00
" Curb	3,230.83	144.68 cu. yd.	22.33	23.00	3,327.64
" Sidewalks	2,836.36	1,621.78 sq. yd.	1.74	1.65	2,675.94
" Driveways	388.97	201.35 " "	1.94	2.25	453.04
3"-0" Rock in Base	13,261.25	14,425 cu. yd.	0.92	1.40	20,195.00
3/4"-0" Rock in Shldrs. and Surfacing	4,630.78	2,673 " "	1.73	1.50	4,009.50
3/4"-0" Rock in Cushion	1,046.38	604 " "	1.73	1.50	906.00
Salvage Surfacing	950.37	2,666 " "	0.36	0.30	799.80
Filler	188.44	636 " "	0.29	0.25	159.00

NOTED
Highway Engineer

Dundee-West Dayton Cost Analysis

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Filler Haul	$381.50	2,182 yd. mi.	$0.17	$0.10	$218.20
Portland Cement Base	4,844.92	2,677.47 sq. yd.	1.81	1.85	4,953.32
" " Pave.	43,694.62	21,306.22 " "	2.05	1.85	39,416.51
3/4" Expansion Joints	393.47	1,658.4 lin. ft.	0.23	0.20	331.68
Contraction Joints	351.17	11,104.6 " "	0.03	0.03	333.14
Dowels	304.59	1,712 each	0.17	0.20	342.40
Tie Bars & Reinf.	516.73	8,529.75 lb.	0.06	0.06	511.79
Class "B" Asph. Conc.	3,984.51	723.25 ton	5.51	6.00	4,339.50
Cutback Asph. Wear. Surf.	2,501.87	454.27 "	5.51	6.00	2,725.62
Preparation of Base	46.22	0.32 mile	144.40	100.00	32.00
Prep. of Base (Detours)	237.03	1.57 "	150.90	100.00	157.00
Min. Agg. in Place	2,092.77	741.5 cu. yd.	2.82	2.50	1,853.75
RC-3 in Place	109.51	5.31 ton	20.62	26.60	141.25
Asphalt in Place	504.09	22.77 "	22.13	26.00	592.02
PA #1, Heavy Tar in Place	1,010.94	54.22 "	18.64	22.00	1,192.84
" #2, 30" Conc. Pipe	278.21	75 lin. ft.	3.70	4.50	337.50
" #3, Broken Rock Subbase	1,412.13	2,644 cu. yd.	0.53	0.75	1,983.00
" " " Haul	575.99	6,930 yd. mi.	0.08	0.10	693.00
Force Account	846.96				846.96
Deduction (State Cost of Maintaining Detour)					- 1,700.85
Cement Adjustment	________	282.62 bbl. at $2.22			- 282.62
	$111,792.88				$108,941.87

Total Cost	$111,792.88
Gross Revenue	108,941.87
Net Loss	$2,851.01

Net Loss Equals 2.6% of Gross Revenue

Dundee-West Dayton

Detail of Cost

Labor:

Supervision	$5,089.29	
Labor	25,626.01	
State Industrial Accident Insurance	1,996.49	
Unemployment Insurance	1,228.61	
Social Security	307.15	
		$34,247.55

Materials:

8" Sewer Pipe	97	lin.	ft.	at	$0.219	$21.24	
12" " "	50	"	"	"	0.405	20.25	
12" Concrete Pipe	492	"	"	"	0.67	329.64	
18" " "	93	"	"	"	1.095	101.83	
24" " "	18	"	"	"	1.455	26.19	
30" " "	75	"	"	"	2.63	197.25	
36" " "	51	"	"	"	3.375	17.21	
Concrete Aggregate	6,185	cu.	yd.	"	1.20	7,422.00	
3"-0" Rock f.o.b. Job	596	"	"	"	0.60	357.60	
	1,160½	"	"	"	0.50	580.25	
3"-0" Rock Royalty	8,965½	"	"	"	0.06	537.93	
3/4"-0" Cr. Rock	1,046½	"	"	"	1.00	1,046.50	
	2,230½	"	"	"	1.20	2,676.60	
Mineral Aggregate	372½	"	"	"	1.00	372.50	
	369	"	"	"	1.20	442.80	
3/4" Exp. Joints	1,658.4	lin.	ft.	"	0.14	232.17	
Contraction "	11,104.6	"	"	"	0.01	111.05	
Dowels	1,712	ea.		"	0.11	188.32	
" Sleeves	3,424	"		"	0.035	119.84	
Tie Bars & Steel	8,529.75	lb.		"	0.038	324.13	
Class "B" Asph. Conc.	723.25	ton		"	3.35	2,422.89	
Cutback Asph. Conc.	454.27	"		"	3.35	1,521.80	
RC-3	5.28	"		"	10.50	55.44	
Asphalt	22.77	"		"	11.00	250.47	
Heavy Tar	54.22	"		"	11.00	596.42	
Catch Basin Gates	12	ea.		"	8.50	102.00	
Cement	7,566	bbl.		"	2.22	16,796.52	
							36,870.84

Equipment Rental, Small Tools & Misc. Supplies:

Equipment Rental	$15,075.00	
Gas, Oil and Grease	7,791.29	
Hired Equipment	6,194.75	
Small Tools & Misc. Supplies	3,937.24	
Main Office Expense	3,000.00	
Repairs	1,828.82	
Freight & Cartage	1,174.92	
Bond	1,101.85	
Lumber	570.62	
		40,674.49
Total Cost		$111,792.88

Dundee-West Dayton

REMARKS:

This contract was bid and awarded September 1st, 1939. Grading was started September 28th, suspended in November, resumed in April, and the contract was completed August 24th, 1940.

A loss is shown on the excavation due to working in wet weather during the fall, holding over the equipment during the winter, traffic and maintaining the detours through the winter. If the contractor had delayed the start of the grading until spring and then had prosecuted the work to the utmost, it is probable that there would have been no loss on this item.

The concrete pavement removal was bid too low. A 3/4 cu. yd. shovel with a drop hammer was used for breaking the paving, and the material was then picked up with tractors and scrapers and the 3/4 cu. yd. shovel.

A good profit was made on the 3" - 0" pit run base rock due to a high bid. Material was secured from four different sources with the haul up to 8.4 miles and the royalty varying from \$0.00 to \$0.06 per cu. yd. 596 Cu. yds. were purchased delivered for \$0.50 per cu. yd. and 1,160½ cu. yd. for \$0.60 per cu. yd.

Crushed rock was purchased at the Star quarry for \$1.00 per cu. yd. in the truck and from the Grand Island Sand & Gravel Co. for \$1.20 per cu. yd. in stockpile at the job.

The concrete batching plant was set up at Dundee. The aggregates were purchased in stockpile for \$1.20 per cu. yd., and the sack cement cost \$2.22 per bbl. delivered. A 3/4 cu. yd. shovel was used to load the aggregates, and the batched material was hauled to the 27 cu. ft. mixer in 2-ton trucks. On the 11-foot strips of pavement a strike-off machine and Johnson mechanical bullfloat were used. Prices were fair on the concrete items, but due to poorly coordinated operations no profit was made.

The loss shown on this contract is due to starting the grading in the fall and poor coordination and supervision of concrete work.

E. H. Clymer
Cost Analyst

By . . J. D. Nelson

RECEIVED
DEC 20 1940
FOR FILING

52-A-6

December 19, 1940

Maryland Casualty Company
Hansen & Rowland, Inc.
Washington Building
Tacoma, Washington

Gentlemen:

You are hereby notified that State Highway Contract No. 2219, for grading and paving on the Dundee-West Dayton Section of the Pacific Highway West, in Yamhill County, has been completed by the contractors, McNutt Bros., and that final settlement will be made by the State with said contractors, for work done under said contract, on or after December 30, 1940.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $108,941.87, including final payment, and that no force account work was performed therein.

This contract was completed on August 24, 1940, and accepted by the Commission on October 11, 1940.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

NOTED
D. G. DeSart

RECEIVED
NOV 8 1940
FOR FILING

52-A-6

November 7, 1940

Maryland Casualty Company,
Hansen & Rowland, Inc.,
Washington Building
Tacoma, Washington

Gentlemen:

This is to advise you that it is the intention of the State Highway Commission to make semi-final payment to McNutt Bros. on Contract No. 2219 covering the grading and paving of the Dundee-West Dayton Section of the Pacific Highway West, in Yamhill County. This payment, in the sum of $8,050.06, will be made on or after November 18, 1940. The retained percentage is $3,305.57.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims, should there be any.

Please aknowledge receipt of this letter.

Yours very truly,

DD:MC

Secretary

RECEIVED
NOV 18 1940

52-A-6

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 8.

IN YOUR REPLY PLEASE
REFER TO FILE No.________

October 7, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAP 52-A (6) the Dundee - West Dayton Section of the Pacific Highway, was made by a representative of this office on September 12, 1940. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Jca

Form E-1—3M—6-39

52-a-6

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 28, 1940

Section Dundee- West Dayton

Kind of work Grading and Paving.

Highway Pacific - West

Section prefix 36-1111

Contractor McNutt Bros

Contract number 2219

Date of contract September 13, 1939

Date of completion September 30, 1940

Date work started " 28, 1939

Estimated date of completion ..., 19...

Amount of contract $ 103,705.00

Per cent of time elapsed ...%

Estimated cost of completed project, exclusive of engineering $ 103,705.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 8960.00, 8.64. %

Date project was completed August 24, 1940

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Party worked all week on this project checking yardage and constructing mass diagrams. Also made construction map. Will complete work in three more days.

NOTED RAY WEBBER

NOTED [illegible]

RECEIVED SEP 30 1940 OFFICE OF DIVISION ENGINEER DIVISION NO. 2

RECEIVED SEP 30 1940 OFFICE OF CONST

Signed B.C. Johnson

Address McMinnville, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
MAY 7 1940
FOR FILING

52-A-6

May 6th, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

The Contractors Equipment Corporation has requested permission to use the Koehring Longitudinal Finisher on the Dundee-West Dayton Section, under contract to McNutt Bros.

Permission was requested to try this machine on the Butteville Road-White School Section, but owing to the size of the job and the speed with which the contractor wished to start operations, it was impossible to give the machine an adequate test. The Dundee-West Dayton Section is a smaller job upon which the contractor intends to use hand finishing. Hand finishers will be on the job anyway, and the work of the Koehring finisher can then be studied in an orderly and scientific manner without the rush which would have been necessary on the Butteville Road-White School Section.

It is anticipated that they will start paving in about two weeks. Will you kindly have the permission to use this machine transferred to the Dundee-West Dayton Section.

Very truly yours,

State Highway Engineer

R

FA 52-A-6

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon FAP 52-A (6)
Dundee-West Dayton Section
Pacific Highway

February 7, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By LJ Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Ira

Wa4Su. 3593

Form P. R. 2

State Oregon

Federal Aid Project No. 58-A(6)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 21st day of December, 1939 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 22nd day of November, 1936, a revised project statement, which was approved by the Secretary on the 15th day of December, 1936, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section A(6) of said project which were recommended for approval by the United States District Engineer on the 16th day of August, 1939; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications. and estimates, and the sum of Sixty-eight thousand, four hundred fifty and 00/100 dollars ($68,450.00) as the share of the United States payable under said act on account of Section A(6) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 88, laws 1921
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 82+92.8 in the NW 1/4, Sec. 25, T. 3 S., R. 3 W., W.M., and survey station 261+63.2 in the NW 1/4, Sec. 10, T. 4 S., R. 3 W., W.M., excepting therefrom that portion between survey stations 162+00 and 250+50,

, length 1.940 miles, in Yamhill County, being Section A(6) of Oregon Federal Aid project No. 52, consisting of 1.940 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, [illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

Wherever in this document the terms "Secretary" or "Secretary of Agriculture" appear they shall include or have reference to the Federal Works Administrator, as the context requires, to conform to the President's First Plan on Government Reorganization under the Reorganization Act of 1939.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A(6) of said project shall not in any event exceed the sum of Sixty-eight thousand, four hundred fifty and 00/100 dollars ($68,450.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of One hundred fourteen thousand, seventy-five and 39/100 dollars ($114,075.39), the approved total estimated cost of Section A(6) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, laws 1927; Chap. 88, laws 1931.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the ________ day of JAN 15 1940, 19____

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By ____________________
Member, State Highway Commission
(Title of officer)

By Herman M. Cloyd
Member, State Highway Commission
(Title of officer)

By ____________________
____
(Title of officer)

By ____________________
____
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,
~~[illegible]~~

By W J O Leary
~~[illegible]~~
Acting Commissioner of Public Roads.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.*)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Federal Aid Project No. 52-A(6), State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 114,075.30 as the total estimated cost of said project, and the sum of $ 68,450.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of JAN 15 1940

one thousand nine hundred and ....

FEDERAL WORKS ADMINISTRATOR,
~~S[illegible]~~

By W. J. O'Leary
~~[illegible]~~
Acting Commissioner of Public Roads.

U.S. GOVERNMENT PRINTING OFFICE 8—4220

W[illegible] terms "Secretary" [illegible] Agriculture" [illegible] clude [illegible] Works Admin[illegible] requires, to conform to the President's First Plan on Government Reorganization under the Reorganization Act of 1939.

52-A-6

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

POST OFFICE BUILDING
PORTLAND, OREGON

(Stencil #28)

IN YOUR REPLY PLEASE
REFER TO FILE No.________

December 14, 1939

Oregon FAP 52-A (6),
Dundee-West Dayton Section of
the Pacific Highway West
in Yamhill County.

DEC 15 1939

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By T M Davis
T. M. Davis,
Senior Highway Engineer

Encl.

RECEIVED
DEC 14 1939
FOR FILING

FA 52-A-6

November 7, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Dundee-West Dayton Section, Project No. FA 52-A (6).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Project
No. 52-A (6)

DUNDEE-WEST DAYTON SECTION OF
THE PACIFIC HIGHWAY WEST IN YAMHILL COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 5, 1939

OUTSIDE OF CITY

(22' Concrete Pavement) (Sta. 88+92.8 to 90+67.6)
(Sta. 179+87.3 to 182+00) (Sta. 250+50 to 251+63.2):

All Required		Clearing and Grubbing		$ 258.00
20	cu. yds.	Trench Excavation	$3.00	60.00
33,000	cu. yds.	Excavation, Single Classification	0.20	6,600.00
61,000	yd. stas.	Overhaul	0.01	610.00
6,700	yd. mi.	Truck Haul	0.10	670.00
1.01	miles	Finishing Roadbed and Slopes	300.00	303.00
200	M-Gals.	Sprinkling Embankment Materials	2.50	500.00
800	lin. ft.	Rounding Cutbanks	0.08	64.00
7,400	sq. yds.	Removal of Old Pavement	0.20	1,480.00
290	lin. ft.	12" Concrete Pipe	1.10	319.00
30	lin. ft.	18" Concrete Pipe	2.20	66.00
24	lin. ft.	24" Concrete Pipe	3.00	72.00
50	lin. ft.	36" Concrete Pipe	6.80	340.00
140	lin. ft.	Salvaging Culvert Pipe	1.00	140.00
6,300	cu. yds.	3" - 0" Material in Base	1.40	8,820.00
1,600	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	1.50	2,400.00
300	cu. yds.	3/4" - 0" Material in Cushion Course	1.50	450.00
1,000	cu. yds.	Salvaging Surfacing Materials	0.30	300.00
180	cu. yds.	Filler	0.25	45.00
180	yd. mi.	Hauling Filler	0.10	18.00
13,100	sq. yds.	Portland Cement Concrete Pavement	1.85	24,235.00
1,000	lin. ft.	3/4" Expansion Joints	0.20	200.00
7,000	lin. ft.	Contraction Joints	0.03	210.00
1,000	only	Dowels	0.20	200.00
4,800	lbs.	Tie Bars and Reinforcement	0.06	288.00
1.13	miles	Preparation of Base (Detour Only)	100.00	113.00
270	cu. yds.	Mineral Aggregate in Place	2.50	675.00
28	tons	Asphalt in Place	26.00	728.00
		Sub-total		$50,164.00
		10% Engr. & Cont.		5,016.40
		Total		$55,180.40

Length	1.003 miles
Cost per mile	$55,015.53

INSIDE OF CITY

22' Concrete Pavement (Sta. 90+63.6 to 106+70.9) (Sta. 131+00.9 to 139+87.3):

All Required		Clearing and Grubbing		$ 119.00
50	cu. yds.	Trench Excavation	$3.00	150.00
12,600	cu. yds.	Excavation, Single Classification	0.20	2,520.00
21,000	yd. stas.	Overhaul	0.01	210.00
800	yd. mi.	Truck Haul	0.10	80.00
0.45	mile	Finishing Roadbed and Slopes	300.00	135.00
150	M-Gals.	Sprinkling Embankment Materials	2.50	375.00
800	lin. ft.	Rounding Cutbanks	0.08	64.00
3,600	sq. yds.	Removal of Old Pavement	0.20	720.00
390	sq. yds.	Removal of Sidewalks	0.15	58.50
20	lin. ft.	8" Sewer Pipe	1.00	20.00
80	lin. ft.	12" Sewer Pipe	1.50	120.00
100	lin. ft.	12" Concrete Pipe	1.10	110.00
10	lin. ft.	15" Concrete Pipe	1.50	15.00
47	lin. ft.	18" Concrete Pipe	2.20	103.40
2	only	Reconstructing Catch Basins	25.00	50.00
70	lin. ft.	Salvaging Culvert Pipe	1.00	70.00
1	only	Concrete Catch Basins	25.00	25.00
3	only	Concrete Catch Inlets	20.00	60.00
44	cu. yds.	Concrete Curbs	23.00	1,012.00
420	sq. yds.	Concrete Sidewalks	1.65	693.00
2,900	cu. yds.	3" - 0" Material in Base	1.40	4,060.00
750	cu. yds.	3/4" - 0" Materials in Shoulders and Surfacing	1.50	1,125.00
140	cu. yds.	3/4" - 0" Materials in Cushion Course	1.50	210.00
500	cu. yds.	Salvaging Surfacing Materials	0.30	150.00
80	cu. yds.	Filler	0.25	20.00
80	yd. mi.	Hauling Filler	0.10	8.00
5,900	sq. yds.	Portland Cement Concrete Pavement	1.85	10,915.00
450	lin. ft.	3/4" Expansion Joints	0.20	90.00
3,200	lin. ft.	Contraction Joints	0.03	96.00
450	only	Dowels	0.20	90.00
2,200	lbs.	Tie Bars and Reinforcement	0.06	132.00
0.13	mile	Preparation of Base	100.00	13.00
0.47	mile	Preparation of Base (Detour Only)	100.00	47.00
220	cu. yds.	Mineral Aggregate in Place	2.50	550.00
2	tons	Emulsified or RC-3 Asphalt in Seal Coat	26.60	53.20
2	tons	RC-2 Asphalt in Binder Course	27.60	55.20
20	tons	Asphalt in Place	26.00	520.00
		Subtotal		$24,844.30
		10% Engr. & Cont.		2,484.43
		Total		$27,328.73

Length 0.460 mile
Cost per mile $59,410.28

22' Asphaltic Pavement (Sta. 106+70.9 to 116+90.9) (Sta. 128+30.9 to 131+90.9):

All Required		Clearing and Grubbing		$ 67.00
10	cu. yds.	Trench Excavation	$3.00	30.00
1,300	cu. yds.	Excavation, Single Classification	0.20	260.00
0.26	mile	Finishing Roadbed and Slopes	300.00	78.00
530	sq. yds.	Removal of Sidewalks	0.15	79.50
30	lin. ft.	8" Sewer Pipe	1.00	30.00
3	lin. ft.	18" Concrete Pipe	2.20	6.60
2	only	Reconstructing Catch Basins	25.00	50.00
1	only	Concrete Catch Basins	25.00	25.00
6	only	Concrete Catch Inlets	20.00	120.00
100	cu. yds.	Concrete Curbs	23.00	2,300.00
730	sq. yds.	Concrete Sidewalks	1.65	1,204.50
1,400	cu. yds.	3" - 0" Material in Base	1.40	1,960.00
200	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	1.50	300.00
20	cu. yds.	3/4" - 0" Material in Cushion Course	1.50	30.00
30	cu. yds.	Filler	0.25	7.50
30	yd. mi.	Hauling Filler	0.10	3.00
480	sq. yds.	Portland Cement Concrete Base	1.85	888.00
460	tons	Class "B" Asphaltic Concrete	6.00	2,760.00
200	tons	Outback Asphalt Wearing Surface	6.00	1,200.00
0.26	mile	Preparation of Base	100.00	26.00
250	cu. yds.	Mineral Aggregate in Place	2.50	625.00
4	tons	Emulsified or RC-3 Asphalt in Seal Coat	26.60	106.40
6	tons	RC-2 Asphalt in Binder Course	27.60	165.60
17	tons	Asphalt in Place	26.00	442.00
		Subtotal		$12,764.10
		10% Engr. & Cont.		1,276.41
		Total		$14,040.51

Length 0.261 mile
Cost per mile $53,795.05

46' Dual Type Pavement (Sta. 116+90.9 to 128+30.9)

All Required		Clearing and Grubbing		$ 56.00
10	cu. yds.	Trench Excavation	$3.00	30.00
1,100	cu. yds.	Excavation, Single Classification	0.20	220.00
0.22	mile	Finishing Roadbed and Slopes	300.00	66.00
480	sq. yds.	Removal of Sidewalks	0.15	72.00
40	lin. ft.	8" Sewer Pipe	1.00	40.00

6	only	Reconstructing Catch Basins	$25.00	$ 150.00
3	only	Concrete Catch Inlets	20.00	60.00
16	cu. yds.	Concrete Curbs	23.00	368.00
450	sq. yds.	Concrete Sidewalks	1.65	742.50
280	sq. yds.	Concrete Driveway Aprons	2.25	630.00
600	cu. yds.	3" - 0" Material in Base	1.40	840.00
100	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	1.50	150.00
140	cu. yds.	3/4" - 0" Material in Cushion Course	1.50	210.00
10	cu. yds.	Filler	0.25	2.50
10	yd. mi.	Hauling Filler	0.10	1.00
1,820	sq. yds.	Portland Cement Concrete Base	1.85	3,367.00
2,550	sq. yds.	Portland Cement Concrete Pavement	1.85	4,717.50
300	lin. ft.	3/4" Expansion Joints	0.20	60.00
100	lin. ft.	1" Expansion Joints	0.25	25.00
600	lin. ft.	Contraction Joints	0.04	24.00
300	only	Dowels	0.20	60.00
1,500	lbs.	Tie Bars and Reinforcement	0.06	90.00
440	tons	Class "B" Asphaltic Concrete	6.00	2,640.00
210	tons	Cutback Asphalt Wearing Surface	6.00	1,260.00
10	cu. yds.	Mineral Aggregate in Place	2.50	25.00
1	ton	Asphalt in Place	26.00	26.00
		Subtotal		$15,932.50
		10% Engr. & Cont.		1,593.25
		Total		$17,525.75

Length	0.216 mile
Cost per mile	$81,137.73

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Outside City			
22' Concrete Pavement	$ 55,180.40	$33,111.00	$22,069.40
Inside City			
22' Concrete Pavement	$ 27,328.73	$16,398.00	$10,930.73
22' Asphalt Pavement	14,040.51	8,425.00	5,615.51
46' Dual Type Pavement	17,525.75	10,516.00	7,009.75
	$114,075.39	$68,450.00	$45,625.39

State Funds for Constr.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 88, laws 1931
State Funds for Maint.: Chap. 41, laws 1927; Chap. 88, laws 1931

August 16, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 52-A (6), the Dundee-West Dayton Section of the Pacific Highway, West, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise.

Copies of city resolution covering encroachments should be submitted with the project agreement estimate.

Answered Scot

The project is being recommended for approval on our understanding that rail traffic at Station 124+52.9 is of such a nature and so controlled that reflectorized warning signals are not required. If this is not the case, installation of reflectorized warning signals will be required under requirements of General Administrative Memorandum No. 63 before final acceptance of the project.

Concurrence in award of contract will be withheld pending submission of a certificate showing that the right to occupy and use the right of way has been acquired.

Nash

We have corrected the estimate to show the length of the project outside the city as 1.003 miles instead of 1.008 miles and length of concrete pavement within the city as .460 miles instead of .455 miles.

Very truly yours,

W. H. LYNCH
District Engineer

August 15, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and five copies of right of way statement for the Dundee-West Dayton Section, Project No. FA 52-A (6).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 52-A (6)

DUNDEE-EAST DAYTON SECTION OF THE

PACIFIC HIGHWAY WEST IN YAMHILL COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 15, 1939

OUTSIDE OF CITY

22' Concrete Pavement (Sta. 88+92.8 to 90+63.6) (Sta. 139+87.3 to 162+00) (Sta. 250+50 to 251+63.2)

All Required		Clearing and Grubbing	$ - -	$ 310.00
20	cu. yds.	Trench Excavation	1.00	20.00
33,000	cu. yds.	Excavation, Single Classif.	.30	9,900.00
61,000	yd. sta.	Overhaul	.02	1,220.00
6,700	yd. mi.	Truck Haul	.15	1,005.00
1.01	miles	Finishing Roadbed and Slopes	500.00	505.00
200	M-gal.	Sprinkling Embankment Materials	1.50	300.00
800	lin. ft.	Rounding Cutbanks	.10	80.00
7,400	sq. yds.	Removal of Old Pavement	.30	2,220.00
290	lin. ft.	12" Concrete Pipe	1.00	290.00
30	lin. ft.	18" Concrete Pipe	2.00	60.00
24	lin. ft.	24" Concrete Pipe	3.00	72.00
50	lin. ft.	36" Concrete Pipe	6.00	300.00
140	lin. ft.	Salvaging Culvert Pipe	.50	70.00
6,300	cu. yds.	3" - 0" Material in Base	.85	5,355.00
1,600	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	1.75	2,800.00
300	cu. yds.	3/4" - 0" Material in Cushion Course	1.75	525.00
1,000	cu. yds.	Salvaging Surfacing Materials	1.00	1,000.00
180	cu. yds.	Filler	.40	72.00
180	yd. mi.	Hauling Filler	.15	27.00
13,100	sq. yds.	Portland Cement Concrete Pavement	1.60	20,960.00
1,000	lin. ft.	3/4" Expansion Joints	.15	150.00
7,000	lin. ft.	Contraction Joints	.03	210.00
1,000	only	Dowels	.14	140.00
4,800	lbs.	Tie Bars and Reinforcement	.05	240.00
1.13	miles	Preparation of Base (Detour Only)	100.00	113.00
270	cu. yds.	Mineral Aggregate in Place	3.00	810.00
28	tons	Asphalt in Place	24.00	672.00
35	tons	Heavy Tar in Place	21.00	(Alternate)
		Subtotal		$ 49,426.00
		10% Engr. & Cont.		4,942.60
		Total		$ 54,368.60

Length 1.008 miles
Cost per mile $ 53,937.10

INSIDE OF CITY

22' Concrete Pavement (Sta. 90+63.6 to 106+70.9)
(Sta. 131+90.9 to 139+87.3)

All Required		Clearing and Grubbing	$ - -	$ 140.00
50	cu. yds.	Trench Excavation	1.00	50.00
12,600	cu. yds.	Excavation, Single Classif.	.30	3,780.00
21,000	yd. sta.	Overhaul	.02	420.00
800	yd. mi.	Truck Haul	.15	120.00
0.45	mile	Finishing Roadbed and Slopes	500.00	225.00
150	M-gal.	Sprinkling	1.50	225.00
800	lin. ft.	Rounding Cutbanks	.10	80.00
3,600	sq. yds.	Removal of Old Pavement	.30	1,080.00
390	sq. yds.	Removal of Sidewalks	.15	58.50
20	lin. ft.	6" Sewer Pipe	.60	12.00
80	lin. ft.	12" Sewer Pipe	1.00	80.00
100	lin. ft.	12" Concrete Pipe	1.00	100.00
10	lin. ft.	15" Concrete Pipe	1.50	15.00
47	lin. ft.	18" Concrete Pipe	2.00	94.00
2	only	Reconstructing Catch Basins	15.00	30.00
70	lin. ft.	Salvaging Culvert Pipe	.50	35.00
1	only	Concrete Catch Basin	30.00	30.00
3	only	Concrete Catch Inlets	20.00	60.00
44	cu. yds.	Concrete Curbs	18.00	792.00
420	sq. yds.	Concrete Sidewalks	1.50	630.00
2,900	cu. yds.	3" - 0" Material in Base	.85	2,465.00
750	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	1.75	1,312.50
140	cu. yds.	3/4" - 0" Material in Cushion Course	1.75	245.00
900	cu. yds.	Salvaging Surfacing Materials	1.00	900.00
80	cu. yds.	Filler	.40	32.00
80	yd. mi.	Hauling Filler	.15	12.00
5,900	sq. yds.	Portland Cement Concrete Pavement	1.60	9,440.00
450	lin. ft.	3/4" Expansion Joints	.15	67.50
3,200	lin. ft.	Contraction Joints	.03	96.00
450	only	Dowels	.14	63.00
2,200	lbs.	Tie Bars and Reinforcement	.05	110.00
0.13	mile	Preparation of Base	100.00	13.00
0.47	mile	Preparation of Base (Detour Only)	100.00	47.00
220	cu. yds.	Mineral Aggregate in Place	3.00	660.00
2	tons	Emulsified or RC-3 Asphalt in Seal Coat	24.00	48.00
2	tons	RC-2 Asphalt in Binder Course	24.00	48.00
20	tons	Asphalt in Place	24.00	480.00

3	tons	Light Tar in Binder Course	21.00	(Alternate)
23	tons	Heavy Tar in Place	21.00	(Alternate)
		Subtotal		$ 23,695.50
		10% Engr. & Cont.		2,369.55
		Total		$ 26,065.05
		Length	0.455 mile	
		Cost per mile	$ 57,285.82	

22' Asphaltic Pavement (Sta. 106+70.9 to 116+90.9)
(Sta. 128+30.9 to 131+90.9)

All Required		Clearing and Grubbing	$ - -	$ 80.00
10	cu. yds.	Trench Excavation	1.00	10.00
1,300	cu. yds.	Excavation, Single Classif.	.30	390.00
0.26	mile	Finishing Roadbed and Slopes	500.00	130.00
530	sq. yds.	Removal of Sidewalks	.15	79.50
30	lin. ft.	8" Sewer Pipe	.60	18.00
3	lin. ft.	18" Concrete Pipe	2.00	6.00
2	only	Reconstructing Catch Basins	15.00	30.00
1	only	Concrete Catch Basin	50.00	50.00
6	only	Concrete Catch Inlets	20.00	120.00
100	cu. yds.	Concrete Curb	18.00	1,800.00
730	sq. yds.	Concrete Sidewalks	1.50	1,095.00
1,400	cu. yds.	3" - 0" Material in Base	.85	1,190.00
200	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	1.75	350.00
20	cu. yds.	3/4" - 0" Material in Cushion Course	1.75	35.00
30	cu. yds.	Filler	.40	12.00
30	yd. mi.	Hauling Filler	.15	4.50
480	sq. yds.	Portland Cement Concrete Base	1.50	720.00
460	tons	Class "B" Asphaltic Concrete	6.00	2,760.00
200	tons	Cutback Asphalt Wearing Surface	6.00	1,200.00
0.26	mile	Preparation of Base	100.00	26.00
250	cu. yds.	Mineral Aggregate in Place	3.00	750.00
4	tons	Emulsified or RC-3 Asphalt in Seal Coat	24.00	96.00
6	tons	RC-2 Asphalt in Binder Course	24.00	144.00
17	tons	Asphalt in Place	24.00	408.00
7	tons	Light Tar in Binder Course	21.00	(Alternate)
19	tons	Heavy Tar in Place	21.00	(Alternate)
		Subtotal		$ 11,484.00
		10% Engr. & Cont.		1,148.40
		Total		$ 12,632.40
		Length	0.261 mile	
		Cost per mile	$ 48,400.00	

46' Dual Type Pavement (Sta. 116+90.9 to 128+30.9)

All Required		Clearing and Grubbing	$ - -	$ 70.00
10	cu. yds.	Trench Excavation	1.00	10.00
1,100	cu. yds.	Excavation, Single Classif.	.30	330.00
0.22	mile	Finishing Roadbed and Slopes	500.00	110.00
480	sq. yds.	Removal of Sidewalks	.15	72.00
40	lin. ft.	8" Sewer Pipe	.60	24.00
6	only	Reconstructing Catch Basins	15.00	90.00
3	only	Concrete Catch Inlets	20.00	60.00
16	cu. yds.	Concrete Curb	18.00	288.00
450	sq. yds.	Concrete Sidewalks	1.50	675.00
280	sq. yds.	Driveway Aprons	1.50	420.00
600	cu. yds.	3" - 0" Material in Base	.85	510.00
100	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	1.75	175.00
140	cu. yds.	3/4" - 0" Material in Cushion Course	1.75	245.00
10	cu. yds.	Filler	.40	4.00
10	yd. mi.	Hauling Filler	.15	1.50
1,820	sq. yds.	Portland Cement Concrete Base	1.50	2,730.00
2,550	sq. yds.	Portland Cement Concrete Pavement	1.60	4,080.00
300	lin. ft.	3/4" Expansion Joints	.15	45.00
100	lin. ft.	1" Expansion Joints	.10	10.00
800	lin. ft.	Contraction Joints	.03	24.00
300	only	Dowels	.14	42.00
1,500	lbs.	Tie Bars and Reinforcement	.05	75.00
440	tons	Class "B" Asphaltic Concrete	6.00	2,640.00
210	tons	Cutback Asphalt Wearing Surface	6.00	1,260.00
10	cu. yds.	Mineral Aggregate in Place	3.00	30.00
1	ton	Asphalt in Place	24.00	24.00
1	ton	Heavy Tar in Place	21.00	(Alternate)
		Subtotal		$ 14,044.50
		10% Engr. & Cont.		1,404.45
		Total		$ 15,448.95

Length	0.216 mile
Cost per mile	$ 71,522.91

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Outside City			
22' Concrete Pavement	$ 54,368.60	$ 32,622.00	$ 21,746.60
Inside City			
22' Concrete Pavement	26,065.05	15,639.00	10,426.05
22' Asphalt Pavement	12,632.40	7,580.00	5,052.40
46' Dual Type Pavement	15,448.95	9,269.00	6,179.95
	$ 108,515.00	$ 65,110.00	$ 43,405.00

DUNDEE-WEST DAYTON SECTION

PROJECT NO. FA 52-A(6)

While negotiations for right of way are in progress, some 15 parcels have not as yet been acquired nor has the right to occupy and use these parcels been secured, but it is now believed that the right of way can be made fully available within 20 days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

August 15, 1939

FA 52-A-6

September 26, 1939

McNutt Brothers
351½ East Broadway
Eugene, Oregon

Gentlemen:

We are sending to you today, by express, a fully executed copy of Contract No. 2219 which was awarded to you on September 13, 1939, for grading and paving the Dundee-West Dayton Section of the Pacific Highway West, in Yamhill County. This is for your records and files.

Very truly yours,

JM:AM

Secretary

FR 52-A-6

September 26, 1939

Maryland Casualty Company
Hansen & Rowland, Agents
Washington Building
Tacoma, Washington

Gentlemen:

We are sending to you today, by express, a fully executed copy of Contract No. 2219 which was awarded to McNutt Brothers on September 13, 1939, for grading and paving the Dundee-West Dayton Section of the Pacific Highway West, in Yamhill County.

This is being sent to you inasmuch as you appear surety on the bond furnished by the contractor and is for your records and files.

Very truly yours,

JM:AM

Secretary

FR 52-A-6

Salem, Oregon
September 15, 1939

Portland General Electric Co.
Yamhill Division
700 First Street
Newberg, Oregon

Attention: Mr. A. L. Strickland

Gentlemen:

As requested in your letter of September 13, we are forwarding to you, under separate cover, one set of plans covering the grading and paving of the Dundee-West Dayton Section of the Pacific Highway West in Yamhill County.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by M. C. Wood/GS

cc Mr. F. D. Mason

"PEPCO"
PORTLAND GENERAL ELECTRIC COMPANY
YAMHILL DIVISION

S.H. Prod

Wood

OK to send plans requested.

Gentlemen:

I note from the last paragraph of a letter of September 9th, written me by B. O. Johnson, copy of which was sent to you, that we may secure plans showing all details of the proposed Highway change near Dundee, from your office.

Consequently, will you please have someone send these plans to us?

Yours truly,

PORTLAND GENERAL ELEC. CO.
Yamhill Division
By A. L. Strickland
A. L. Strickland
Division Manager.

ALS-R

Dundee - West Dayton
Mailed
9/15/39

"PEPCO"

PORTLAND GENERAL ELECTRIC COMPANY

YAMHILL DIVISION

700 FIRST STREET

NEWBERG, OREGON

S. H. Probert

September 13, 1939.

RECEIVED
SEP 14 1939
DIVISION ENGINEER
DIVISION NO. 2

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. F. D. Eason.

Gentlemen:

I note from the last paragraph of a letter of September 9th, written me by B. O. Johnson, copy of which was sent to you, that we may secure plans showing all details of the proposed Highway change near Dundee, from your office.

Consequently, will you please have someone send these plans to us?

Yours truly,

PORTLAND GENERAL ELEC. CO.
Yamhill Division

By A. L. Strickland
A. L. Strickland
Division Manager.

ALS-R

Dundee-West Dayton
Mailed
9/15/39
vl

FR 52-A-6

September 15, 1939

McNutt Brothers
351½ East Broadway
Eugene, Oregon

Gentlemen:

We are sending you today by express four copies of Contract No. 2219 which was awarded to you by the State Highway Commission on September 13, 1939, covering the grading and paving of the Dundee-West Dayton Section of the Pacific Highway West, in Yamhill County.

Kindly execute all four copies of the contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 5 (page 14) of the printed SPECIAL PROVISIONS, relating to the Workmen's Compensation Act. You will be expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the mimeographed page immediately preceding the colored paged and relating to payment by the contractor of amounts due hospital associations, etc.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION
By

Secretary

JM:MBL

52-A-6

September 13, 1939

McNutt Brothers,
351½ East Broadway
Eugene, Oregon

Gentlemen:

Confirming my wire to you of this date, the State Highway Commission awarded to you today the contract covering the 1.94 miles grading and paving on the Dundee-West Dayton Section of the Pacific Highway West, in Yamhill County. This award is based on your low bid of $103,704.90, using asphalt, submitted on September 1, 1939.

Contract forms will be sent to you in a few days for execution.

Yours very truly,

HBG:MC

Secretary

cc - S. H. Probert

per confirmed

M

Form E-30—35M—6-30

OREGON STATE HIGHWAY COMMISSION

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☒	FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		NIGHT LETTER	
NIGHT LETTER		SHIP RADIOGRAM	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

COPY OF WESTERN UNION TELEGRAM

SALEM OREGON
SEPTEMBER 13, 1939

McNUTT BROTHERS
351½ EAST BROADWAY
EUGENE, OREGON

STATE HIGHWAY COMMISSION AWARDED TO YOU TODAY CONTRACT COVERING GRADING AND PAVING OF DUNDEE WEST DAYTON SECTION OF PACIFIC HIGHWAY WEST BASED ON BID SUBMITTED BY YOU SEPTEMBER FIRST, USING ASPHALT. CONTRACT FORMS FOLLOW

H. B. GLAISYER, SECRETARY
STATE HIGHWAY COMMISSION

File ✓

Form K-[illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

FA 5[illegible]-H-6

September 13, 1939

From: J. W. DeSouza

To: S. H. Probert

Subject: Dundee-West Dayton right of way

This is to advise you that all right of way settlements given us on the Dundee-West Dayton section of the Pacific Highway West in Yamhill County now have been settled either by agreements with the property owners or by condemnation complaints which have been filed.

It now appears that from a right of way standpoint there is no reason why the award of the contract cannot be made.

J. W. DeSOUZA
Assistant Attorney

JWD:AW
cc Mr. R. H. Baldock
Mr. H. G. Smith
Mr. F. D. Eason

RECEIVED

FA 52-A-6

August 23, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Concerning the grade crossing at Station 124+52.9 of the Dundee-West Dayton Project, F. A. 52-A (6), this will advise that the crossing is an industrial spur crossing used about twice a week during September and October, and seldom at any other time.

Flagging is not provided for in the order which authorized the crossing, but the local railway officials report that the crossing is always "flagged" when used. Protective provision consists of two reflectorized advance warning signs and one plain cross-buck sign.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
AUG 18 1939
STATE HIGHWAY COMMISSION

August 16, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 52-A (6), the Dundee-West Dayton Section of the Pacific Highway, West, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise.

Copies of city resolution covering encroachments should be submitted with the project agreement estimate.

The project is being recommended for approval on our understanding that rail traffic at Station 124+52.9 is of such a nature and so controlled that reflectorized warning signals are not required. If this is not the case, installation of reflectorized warning signals will be required under requirements of General Administrative Memorandum No. 63 before final acceptance of the project.

Concurrence in award of contract will be withheld pending submission of a certificate showing that the right to occupy and use the right of way has been acquired.

We have corrected the estimate to show the length of the project outside the city as 1.003 miles instead of 1.008 miles and length of concrete pavement within the city as .460 miles instead of .455 miles.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

Copy to Nash
Aug. 23.

Form E-30—25M—6-39

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

McMinnville, Oregon.
August 21, 1939.

From: B.O. Johnson

To: S.H. Probert,

Subject: Train traffic at Grade Crossing in Dundee F.A.P. 52-A (6).

Dear Sir;

In reply to your letter of August 18th regarding number of trains daily crossing the highway in Dundee at XXXXXXX grade crossing, station 124 + 52.9, the train dispatcher in Newberg advises that normally this is only a spur track for storing cars and is used in the fall in spotting cars at a fruit dryer west of the highway. Cars go in and out from this dryer about twice a week in September and early October. During the balance of the year cars are shunted in from the main line and left temporarily on this spur between the highway and the main line. and XXXX very seldom cross the highway. Flagmen are posted when crossing the highway.

Very truly yours

B.O. Johnson

Resident Engineer

CC to F.D. Eason.

August 18, 1939

Mr. S. H. Probert

Mr. B. G. Johnson

Status of Grade Crossing
F.A.P. 52-A (6)

Dear Sir:

In order that we may meet federal requirements relative to warning signals at railway grade crossings, it is necessary that we have information as to the status of the railway line which crosses the West Side Pacific Highway in Dundee at Station 124+52.9.

We request that you contact the nearest local representative of the railway company and secure information as to the number of trains crossing the highway daily (state whether round trip or one way), the nature of the trains and the time of day at which the crossings are made.

The above requested information should be forwarded to this office as soon as possible.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by C. A. Bonnett/GS

cc Mr. F. D. Mason

Reflectorized "Advance" signs are in place 350' each side of crossing (Round 30" diameter)

P.U.C Permit calls for:-

No flagging

1 standard Cross buck sign

Annual Daily Traffic

Station	Passenger cars	Commercial Vehicles	Total Vehicles
32 N. of Dundee	2,172	393	2,565
602 S. of Dundee	2,424	422	2,846
$\frac{32+602}{2}$ (Average of above two)	2,298	408	2,706

CONTRACT# [redacted] 2220

FA 27-3 Warren-Scappoose Sec., Columbia 1939
River Hwy.
#2220

RECEIVED
MAY 19 1941
FOR FILING

27-3

May 17, 1941

Continental Casualty Company
Yate, Westenfelder & Berg, Inc.
Wilcox Building
Portland, Oregon

Dear Sirs:

You are hereby notified that State Highway Contract No. 2220 for work on the Warren-Scappoose Section of the Columbia River Highway, in Columbia, has been completed by the contractor Porter W. Yett, 6500 N. E. Ainsworth Street, Portland, and that post-final settlement will be made on or after May 27, 1941.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $82,732.53 including final payment, of which $290.16 is for force account work. This contract was completed on Sept. 17, 1940 and accepted Oct. 11, 1940.

Yours very truly,

STATE HIGHWAY COMMISSION

By

OA

Secretary

NOTED
D. G. DeSart

RECEIVED
FEB 4 1941
FOR FILING

27-3

February 3, 1941

Continental Casualty Co.
Tate, Westenfelder & Berg, Inc.
Wilcox Building
Portland, Oregon

Gentlemen:

Since advising you, on January 3rd of final payment to be made to Porter W. Yett for work performed under Contract No. 2220 for grading and paving the Warren-Scappoose Section on the Columbia River, a slight adjustment has been made in the total amount earned under this contract. The total amount to be paid on this contract, including final payment, is $82,669.58 of which amount $290.16 is for force account.

Yours very truly,

STATE HIGHWAY COMMISSION

By

Secretary

DGD:OA

NOTED
D. G. DeSart

27-3

R.H. Baldock

6

nuary 27th, 1940

FINAL COST ANALYSIS

Warren-Scappoose
Contract No. 2220

Grading & Asph. Paving
Porter Yett, Contractor
H. C. Broadwell, Resident Engineer

Columbia River Highway
Prefix 5-1104

NOTED
Engineer

Item	Cost	Quantity	Unit	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$721.57	All				$750.00
Trench Excavation	963.76	906.4	Cu. Yd.	1.06	1.00	906.40
Excavation, Single Class	5,302.82	20,350.4	" "	0.26	0.25	5,087.60
Borrow at Station 951	2,784.31	8,437.3	" "	0.33	0.30	2,531.19
Truck Haul	1,963.52	12,272	Yd. Mi.	0.16	0.12	1,472.64
Finishing Roadbed and Slopes	1,032.10	3.09	Miles	334.01	300.00	927.00
Rounding Cutbanks	211.98	3,533	Lin. Ft.	0.06	0.07	247.31
Removal of Old Pavement	719.82	3,271.9	Sq. Yd.	0.22	0.25	817.98
18" Corr. Iron Pipe	172.62	126	Lin. Ft.	1.37	1.60	201.60
8" Concrete Pipe	182.07	357	" "	0.51	0.60	214.20
18" " "	706.20	660	" "	1.07	1.25	825.00
24" " "	9.60	6	" "	1.60	2.00	12.00
36" " "	67.52	16	" "	4.22	5.00	80.00
Salvaging Culvert Pipe	301.80	503	" "	0.60	1.00	503.00
Class "A" Concrete	5,356.35	208.45	Cu. Yd.	25.69	22.00	4,585.90
Metal Reinforcement	1,839.05	33,565	Lb.	0.055	0.06	2,013.90
Cable Guard Fence	120.03	100	Lin. Ft.	1.20	1.15	115.00
Mail Box Posts	35.20	11	Only	3.20	4.00	44.00
Timber Sight Posts	56.32	32	"	1.76	2.00	64.00
Rip Rap	93.61	40.7	Cu. Yd.	2.30	2.00	81.40
3"-1½" Mat'l in Base	9,469.00	7,343.0	" "	1.29	1.20	8,811.60
1½"-0" " " " and Shoulders	8,409.00	6,521.0	" "	1.29	1.40	9,129.40
3/4"-0" Mat'l in Base and Shoulders	9,218.83	7,149.0	" "	1.29	1.50	10,723.50

Warren-Scappose Cost Analysis

Item	Cost	Quantity	Unit	Unit Cost	Unit Bid	Gross Revenue
Sprinkling	$679.62	606.8	M-Gal.	1.12	1.00	$606.80
Class "A" Asph. Conc.	13,961.73	3,034.5	Tons	4.60	4.25	12,896.63
Class "B" " "	11,375.97	2,472.5	"	4.60	4.25	10,508.13
Cutback Asph. Wearing Surface - [redacted]	8,688.99	1,888.25	"	4.60	4.25	8,025.06
Cement Adjustment PA ~~#2~~ #1	32.53	+17.12	Bbl.	1.90	1.90	32.53
Asphalt for Patching Pavement - PA ~~#3~~ #2	63.25	11.0	Tons	5.75	5.75	63.25
12" Conc. Pipe - PA ~~#4~~ #3	153.00	153	Lin. Ft.	1.00	1.10	168.30
Catch Basin P.A #4	25.00	1	Only		25.00	25.00
Force Account	290.16					290.16
Removal of Culvert Floor	35.00					35.00
Deduction for Engineering Cost Due to Overrun of Time Limit						- 125.90
	$85,011.70					$82,669.58

Total Cost	$85,011.70
Gross Revenue	82,669.58
Net Loss	$2,342.12

Net Loss Equals 2.8% of Gross Revenue

Warren-Scappoose

Detail of Cost

Labor:

Supervision	$1,764.95	
Labor	22,103.19	
State Industrial Accident Insurance	1,551.43	
Social Security & Unemployment Insurance	954.73	
		$26,374.30

Materials:

12" Concrete Pipe	153	lin. ft. at	$0.75	$114.75	
8" " "	357	" " "	0.27	96.39	
18" Corr. Iron Pipe	126	" " "	0.94	118.44	
18" " " " Bands	8	each "	1.31	10.48	
18" Concrete Pipe	660	lin. ft. "	0.82	541.20	
24" " "	6	" " "	1.20	7.20	
36" " "	16	" " "	3.22	51.52	
Cable Guard Fence Mat'ls.				76.88	
Ready Mix Concrete	209	cu. yd. "	7.00	1,463.00	
Timber Sight Posts	32	"	0.65	20.80	
Crushed Surfacing Rock	21,013	cu. yd. "	0.75	15,759.75	
Aggregate for Asph. Conc.	4,777	" " "	0.75	3,582.75	
Reinforcing Steel	33,565	lbs. "	0.0384	1,288.90	
Grade "D" Asphalt	316.6	Tons at	$14.30 at Willbridge	4,527.38	
RC-4 Road Oil	88.6	Tons at	$9.60 at Willbridge	850.56	
Hauling Asphalt & RC-4 to Job	405.2	Tons at	$0.80	324.16	
Muck Sand	650.3	cu. yd. at	1.25	812.87	
Mail Box Posts & Cross Arms	11	at	$1.25	13.75	
					29,660.78

Equipment Rental & Misc. Supplies:

Equipment Rental	$7,179.00	
Hired Truck (Not including drivers & gasoline)	4,565.00	
Gas, Oil and Grease	6,008.06	
Electric Power	490.28	
Paving Plant, Parts and Supplies	739.52	
Repairs to Hired Equipment	588.00	
Misc. Supplies & Small Tools	2,765.19	
Form Lumber	1,894.87	
Move In, Freight & Cartage	874.38	
Public Liability Insurance	238.68	
Office Expense	347.52	
Bond	845.37	
Home Office & General Overhead	2,471.44	
		29,007.31
		$85,042.39

Warren-Scappoose

REMARKS:

This contract required the widening of 3.09 miles and the resurfacing of 2.63 miles with asphaltic concrete pavement. The contract was bid on September 28th;'39 the contractor started work on October 3rd and completed on September 17th, 1940.

The contractor worked on clearing, extension of existing box culverts and some grading during the fall of 1939. Work was suspended from January 1st until June 17th. The box culverts were constructed of Ready Mix concrete purchased from the Harold Blake plant in Portland. As the quantities used for the individual culvert extensions were rather small the labor cost was increased, and the work was done at a loss. The roadbed and borrow excavation was done with a cat and 12-yard carryall and with a ½-yard shovel and light trucks. A 3/4-yard shovel equipped with a clamshell bucket was also used on channel changes. Some of the excavation was pushed into windrows by a cat and dozer and later picked up by the shovel.

The contractor secured his crushed rock from the City Motor Trucking Company's commercial plant which was situated on Scappoose Creek at the east end of the job. The material was purchased in the bunkers and hauled with hired light trucks. The contractor made a fair profit on the surfacing as the haul averaged only 3 miles, and the street work was done for $0.23 per yard.

The asphalt plant was erected adjacent to the crushing plant, and it had a 1500-lb. batch capacity. The power for the plant was provided by electric motors. The asphalt and RC-4 oil were delivered to the plant by tank truck from Linnton. The plant operated 242-3/4 hours of a possible 265 and averaged 30½ tons per hour. Plant operation and street costs were high on the asphalt paving, and the contractor lost on this part of the work.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

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JAN 4 1941
FOR FILING

67-3

January 3, 1941

Continental Casualty Company
Tate, Westenfelder & Berg, Inc.
Wilcox Building
Portland, Oregon

Gentlemen:

You are advised that state highway contract No. 2220 for grading and paving the Warren-Scappoose Section of the Columbia River Highway, in Columbia County, has been completed and that final payment to the contractor, Porter W. Lott, will be made on or after January 13, 1941.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $2,634.58 of which amount $290.16 represents force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By

DD:AM Secretary

NOTED
D. G. DeSart

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NOV 27 1940
FOR FILING

37-2

November 22, 1940

Mr. Porter W. Yett
6500 N. E. Ainsworth
Portland, Oregon

Gentlemen:

At the meeting of the State Highway Commission held on October 11, 1940, the following action was taken on your request for extension of time:

"Porter W. Yett, Contract No. 2220, for grading and paving the Warren-Scappoose Section of the Columbia River Highway, in Columbia County, requested an extension of time of 30 days, from August 31 to September 30, 1940, within which to complete this project. Mr. Yett stated that the paving work, including the shoulder construction, was finished on August 24 and that the road was completely open for traffic on that date. However, subsequently the Engineer ordered additional paving on the North Scappoose Bridge, which operation required until September 6 to complete and that the only other work remaining is the burning of some brush, which will be accomplished as soon as he can obtain a fire permit. The Engineer advised that this contract was awarded on September 28, 1939, and the date of completion specified was August 31, 1940. The grading and paving work, he said, was completed on August 24, prior to the specified date of completion, and the road has been open to traffic throughout since that time. All of the work on the job, he said, was completed on September 17, 1940, the overrun in time limit being required to install sight posts and mail boxes, place additional pavement material on the North Scappoose Bridge, and to clean up brush and ditches, which clean-up work could not be done until a fire permit had been obtained. He asserted that he knew of no valid reason why the contract should not have been completed within the specified period and accordingly recommended that the extension of time requested be granted subject to the condition that the contractor reimburse the state for engineering supervision expense incurred by the state subsequent to the specified date of completion. A letter was presented from the Public Roads Administration concurring therein. The Commission approved the recommendation unanimously."

Very truly yours,

STATE HIGHWAY COMMISSION

MBL

By

cc - E. A. Collier

Secretary

Form E-1—5M—5-40

27-3

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 16, 1940

Section Warren Scappoose

Kind of work Grading and Paving

Highway Columbia River

Section prefix 5-1104

Contractor Porter W. Yett.

Contract number 2220

Date of contract September 28, 1939

Date of completion August 31, 1940

Date work started October 3, 1939

Estimated date of completion September17, 1940

Amount of contract $84,537.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $82,162.36

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 6,520.34, 129 %

Date project was completed September17, 1940

***

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Delivered Semi- Final Estimate to Mr E. A. Colliers office Nov. 12.1940

Hard copy map to be completed by Nov.23, 1940.

NOTED
RAY WEBBER

NOTED

Signed W. B. Broadwell

Address 9200 S. E. McLoughlin Blvd Portland

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS Borrow	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.09	2.63			2.63
Miles partially completed					
Miles completed	3.09	2.63			2.63
Total estimated quantities	20,317.4	21,013.0	8,437.3		7,395.25
Estimated quantities moved or placed to date	20,317.4	21,013.0	8,437.3		7,395.25
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	Cloudy		
Tuesday	Cold N. E. Wind		
Wednesday	Cold N. E. Wind		
Thursday	Cold N. E. Wind		
Friday	Cold N. E. Wind		
Saturday	Cold N. E. Wind		

STATE PRINTING DEPT.

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27-3

November 18, 1940

CONTINENTAL CASUALTY COMPANY
c/o Tate, Westenfelder & Berg, Inc.
Wilcox Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Porter W. Yett on Contract No. 2220, Warren-Scappoose Section of the Columbia River Highway, in Columbia County. This payment, in the amount of $4,609.35, will be made on or after November 28, 1940. The retained percentage is $2,482.30.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DGD:MBL

27-3

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 8.

IN YOUR REPLY PLEASE
REFER TO FILE NO.________

RECEIVED

October 7, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAP 27 (3), the Warren - Scappoose Section of the Columbia River Highway, was made by a representative of this office on September 27, 1940. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

FA 27-3

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE REFER TO FILE No.

Stencil No. 124
Oregon FAP 27 (3)
Warren-Scappoose Sec.
Columbia River Hwy.

January 19, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Tom

wayu- 3371

Form P. R. 2
State Oregon
Federal Aid Project No. 27(3)

PROJECT AGREEMENT

Memorandum of Agreement made this 21st day of December, 1939

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 15th day of September, 1919, a project statement, which was approved by the Secretary on the 26th day of March, 1920, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for ~~Section~~ ~~of~~ said project which were recommended for approval by the United States District Engineer on the 13th day of September, 1939; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications. and estimates, and the sum of fifty-three thousand, three hundred sixty and 00/100 dollars ($53,360.00) as the share of the United States payable under said act on account of ~~Section~~ ~~of~~ said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5510

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from Chapter 175, laws 1917; Chapter 31, laws 1920.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 810+00 in the NW 1/4 of Section 30,
T. 4 N., R. 1 W., and survey station 949+00 near the center of
Section 1, T. 3 N., R. 2 W., W. M.

, length 2.634 miles, in Columbia County, being ~~Section~~ ~~of~~ Oregon Federal Aid project No. 27(3), consisting of 2.634 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of miles in length~~

HEADQUARTERS

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

Wherever in this document the terms "Secretary" or "Secretary of Agriculture" appear they shall include or have reference to the Federal Works Administrator, as the context requires, to conform to the President's First Plan on Government Reorganization under the Reorganization Act of 1939.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of ~~Section~~ .... ~~of~~ said project shall not in any event exceed the sum of fifty-three thousand, three hundred sixty and 00/100 dollars ($53,360.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of eighty-eight thousand, nine hundred thirty-two and 25/100 dollars ($88,932.25), the approved total estimated cost of ~~Section~~ .... ~~of~~ said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter 41, laws 1927.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the .... day of JAN 4 1940, 19.....

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F Cabell
Chairman, State Highway Commission
(Title of officer)

By ....
Member, State Highway Commission
(Title of officer)

By Herman [illegible]
Member, State Highway Commission
(Title of officer)

By ....
....
(Title of officer)

By ....
....
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,
~~[illegible]~~

By [illegible]
~~[illegible]~~
Acting Commissioner of Public Roads.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Federal Aid Project No. 27(3), State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 88,932.25 as the total estimated cost of said project, and the sum of $ 53,360.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of JAN 4 1940

one thousand nine hundred and ______

FEDERAL WORKS ADMINISTRATOR,

By H.J.O'Leary

Acting Commissioner of Public Roads.

U.S. GOVERNMENT PRINTING OFFICE

Wherever in this document the terms "Secretary" or "Secretary of Agriculture" appear they shall include or have reference to the Federal Works Administrator, as the context requires, to conform to the President's First Plan on Government [illegible] under the [illegible]

27-3

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

DEC 16 1939
STATE HIGHWAY COMMISSION

(Stencil #28)

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon FAP 27 (3)
Warren-Scappoose Section
Columbia River Highway

December 16, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By J. F. Cameron
J. F. Cameron
Highway Engineer

RECEIVED
DEC 14 1939
FOR FILING

FA 27-3

November 7, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Warren-Scappoose Section, Project No. FA 27 (3).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department | Federal Aid Project No. 27 (3)

WARREN-SCAPPOOSE SECTION OF THE
COLUMBIA RIVER HIGHWAY IN COLUMBIA COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 27, 1939

All Required		Clearing and Grubbing	$ - -	$ 638.00
1,000	cu. yds.	Trench Excavation	1.00	1,000.00
17,000	cu. yds.	Excavation, Single Classif.	.25	4,250.00
6,000	cu. yds.	Borrow at Sta. 951	.30	1,800.00
11,400	yd. mi.	Truck Haul	.12	1,368.00
2.63	miles	Finishing Roadbed and Slopes	300.00	789.00
7,500	lin. ft.	Rounding Cutbanks	.07	525.00
3,200	sq. yds.	Removal of Old Pavement	.25	800.00
130	lin. ft.	18" Corr. Iron Pipe	1.60	208.00
200	lin. ft.	8" Concrete Pipe	.60	120.00
700	lin. ft.	18" Concrete Pipe	1.25	875.00
6	lin. ft.	24" Concrete Pipe	2.00	12.00
12	lin. ft.	36" Concrete Pipe	5.00	60.00
530	lin. ft.	Salvaging Culvert Pipe	1.00	530.00
210	cu. yds.	Class "A" Concrete	22.00	4,620.00
34,000	lbs.	Metal Reinforcement	.06	2,040.00
All Required		Removal of Existing Floor		200.00
100	lin. ft.	Cable Guard Fence	1.15	115.00
50	only	Timber Sight Posts	2.00	100.00
55	cu. yds.	Riprap	2.00	110.00
8,400	cu. yds.	3" - 1½" Material in Base	1.20	10,080.00
5,000	cu. yds.	1½" - 0" Material in Shoulders	1.40	7,000.00
6,200	cu. yds.	3/4" - 0" Material in Base and Shoulders	1.50	9,300.00
600	cu. yds.	Filler	.20	120.00
1,200	yd. mi.	Hauling Filler	.20	240.00
500	M-gal.	Sprinkling	1.00	500.00
3,090	tons	Class "A" Asphaltic Concrete	4.25	13,132.50
2,790	tons	Class "B" Asphaltic Concrete	4.25	11,857.50
1,990	tons	Cutback Asphalt Wearing Surface	4.25	8,457.50
		Subtotal		$ 80,847.50
		10% Engr. & Cont.		8,084.75
		Total		$ 88,932.25

Length	2.634 miles
Cost per mile	$ 33,763.19

Federal Aid Funds Requested- -	$ 53,360.00
State Funds- -	35,572.25
	$ 88,932.25

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maintenance: Chap. 41, laws 1927

RECEIVED
NOV 2 1939
FOR FILING

27-3

November 2, 1939

Mr. Porter W. Yett
6500 N. E. Ainsworth St.
Portland, Oregon

Dear Sir:

You are advised that on October 27 we forwarded to you by express your fully executed copy of Contract No. 2220, Warren-Scappoose Section, in Columbia County.

We have this date received notice from the railway express agency that your offices are beyond the delivery limits and that you had not responded to their notice that the above package was being held. Will you please call for this package at your early convenience so that it will not be necessary to have it returned to our office.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

cc - Railway Express Agency
City Office
Portland, Oregon

RECEIVED
OCT 27 1939
FOR FILING

27-3

October 26, 1939

Mr. Porter W. Yett
6500 N. E. Ainsworth Street
Portland, Oregon

Dear Sir:

We are sending you today by express a fully executed copy of Contract No. 2220 which was awarded to you on September 28, 1939, by the State Highway Commission, covering the grading and paving of the Warren-Scappoose Section of the Columbia River Highway, in Columbia County.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

M. P. CORNELIUS
PRESIDENT

H. A. BEHRENS
CHAIRMAN OF THE BOARD

R. C. WEILBRENNER
SECRETARY

CONTINENTAL CASUALTY COMPANY

CHICAGO

TATE, WESTENFELDER AND BERG
INCORPORATED, GENERAL AGENTS
511 WILCOX BUILDING
TELEPHONE: ATWATER 7888

RECEIVED

RECEIVED
OCT 13 1939

27-3

PORTLAND, OREGON
October 12, 1939

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Glaisyer

Dear Sir:

Yesterday we mailed to Earl Snell, Secretary of State, a copy of our power of attorney for the Continental Casualty Company with our check for $2.50 covering filing fee.

Evidently we mailed the above to the wrong person but we were informed that they were to be filed with the Secretary of State.

No doubt the Secretary of State will see that the power of attorney and our check are sent to the Insurance Commissioner's office.

Regretting the delay this mix up has caused you, we are

Yours very truly

TATE, WESTENFELDER& BERG, INC.

By Nona Austin

REFERRED TO
SECRETARY

RECEIVED
OCT 13 1939
FOR FILING

27-3

October 11, 1939

Tate, Westenfelder & Berg, Inc.,
511 Wilcox Building
Portland, Oregon

Attention: Nona Austin

Gentlemen:

Just received your letter of October 10 forwarding a copy of the power of attorney granted to H. F. Westenfelder to execute bonds in penalty not exceeding $100,000.00 each in behalf of the Continental Casualty Company.

This power of attorney should have been forwarded to the State Insurance Commissioner, Mr. Hugh Earl, with the customary filing fee which, I believe, is $2.50, so I am returning it to you for that purpose. Mr. Earl's address is State Office Building, Salem.

It is our custom of long standing to have all of our bonds approved by the State Insurance Commissioner and, of course, he will refuse to approve the bond furnished by Mr. Yett until this power of attorney has been filed in his office. Therefore, your early attention to this matter will be appreciated.

Yours very truly,

HBG:MC

Secretary

encl.

M. P. CORNELIUS
PRESIDENT

H. A. BEHRENS
CHAIRMAN OF THE BOARD

R. D. WEILBRENNER
SECRETARY

CONTINENTAL CASUALTY COMPANY

CHICAGO

TATE, WESTENFELDER AND BERG
INCORPORATED, GENERAL AGENTS
511 WILCOX BUILDING
TELEPHONE: ATWATER 7888

PORTLAND, OREGON

RECEIVED
OCT 11 1939
STATE HIGHWAY COMMISSION

October 10, 1939

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Glaisyer

Dear Sir:

We overlooked attaching a copy of our power of attorney to the contract bond furnished Porter W. Yett so are enclosing a copy as requested in your letter of October 9 to Mr. Yett.

Trusting this enclosure will enable you to pass on the bond, we are

Yours very truly

TATE, WESTENFELDER & BERG, INC.

By Nona Austin

Encl.

ANSWERED
R. B. GLAISYER

RECEIVED
OCT 9 - 1939
FOR FILING

27-3

October 9, 1939

Mr. Porter W. Yett,
6500 N. E. Ainsworth St.,
Portland, Oregon.

Dear Sir:

Reference is made to the contract which was awarded you on September 28th for the grading and paving of the Warren-Scappoose Section in Columbia County, four copies of which were received today.

You are advised that the bond furnished in connection with your contract was presented to the State Insurance Commissioner for approval and we have been advised that Mr. H. F. Westenfelder does not have power of attorney in fact to sign contract bonds for the Continental Casualty Company on file in his office, and that he cannot approve the bond. Will you please take the matter up with Tate, Westenfelder & Berg, Inc. and ascertain if it will be possible to have Mr. H. F. Westenfelder's power of attorney in Fact placed on file so that the bond can be approved.

We will hold the copies of contract at this office until we have received further notice.

Very truly yours,

Secretary.

Dict. by J. McFarland.

27-3

October 2, 1939

Mr. Porter W. Yett
6500 N.E. Ainsworth Street
Portland, Oregon

Dear Sir:

We are sending you today by express four copies of Contract No 2220 which was awarded to you on September 28, 1939, by the State Highway Commission, covering the grading and paving of the Warren-Scappoose Section of the Columbia River Highway, in Columbia County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the provision under Section 5 (page 14) of the GENERAL PROVISIONS, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the mimeographed page immediatlely preceding the colored pages, relating to payment by the contractor of amounts due hospital associations, etc.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION
By

Secretary

MRL

27-3

September 29, 1939

Mr. Porter W. Yett
6500 N. E. Ainsworth
Portland, Oregon

Dear Sir:

The State Highway Commission on September 28, 1939, awarded you the contract for 3.09 miles grading and 2.63 miles asphaltic concrete paving on the Warren-Scappoose Section of the Columbia River Highway, in Columbia County. This award was based on your low bid of $84,537 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary

AM

cc - Mr. S. H. Probert
Mr. G. S. Paxson

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

September 28, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. 27 (3), the Warren-Scappoose Section of the Columbia River Highway, to Porter W. Yett, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By T M Davis
T. M. Davis
Sr. Highway Engineer

Salem, Oregon
September 28, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Please be advised that all necessary right of way has been acquired on the Warren-Scappoose Section, Project No. FA 27 (3).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/ER

Salem, Oregon
September 26, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate to accompany plans and specifications for the Warren-Scappoose Section, Project No. FA 27 (3), which estimate has been revised by increasing the item of trench excavation from 400 cubic yards to 1,000 cubic yards.

Five copies of a letter sent to prospective bidders, advising of the change in quantity, are likewise enclosed.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE

Oregon State Highway Department

Federal Aid Project No. 27 (3)

WARREN-SCAPPOOSE SECTION OF THE

COLUMBIA RIVER HIGHWAY IN COLUMBIA COUNTY

(Estimate to accompany plans ... as basis for project agreement.)

, September 26, 1939

All Required				$ 500.00
1,000	cu. yds		1.00	1,000.00
17,000	cu. yds		0.25	4,250.00
6,000	cu. yds.		0.25	1,500.00
11,400	yd. mi.		.15	1,710.00
2.63	miles		.00	789.00
7,500	lin. ft.		.10	750.00
3,200	sq. yds.		30	960.00
130	lin. ft.		00	260.00
200	lin. ft.		50	120.00
700	lin. ft.			1,400.00
6	lin. ft.			18.00
12	lin. ft.			72.00
530	lin. ft.			265.00
210	cu. yds.	C		4,620.00
34,000	lbs.	M		2,040.00
All Required		R		200.00
100	lin. ft.	Ca		100.00
50	only	Ti		75.00
55	cu. yds.	Ri		165.00
8,400	cu. yds.	3"		14,[illegible]60.00
5,000	cu. yds.	1½"		8,250.00
6,200	cu. yds.	3/4"		10,230.00
		A		
600	cu. yds.	Fille		240.00
1,200	yd. mi.	Hauli		180.00
500	M-Gals.	Sprinkl	.50	750.00
3,090	tons	Class	4.50	13,905.00
2,790	tons	Class ... Concrete	4.50	12,555.00
1,990	tons	Outback asphalt Wearing Surface	4.50	8,955.00
		Subtotal		$90,719.00
		10% Engr. & Cont.		9,071.90
		Total		$99,790.90

Length 2.634 miles
Cost per mile $37,885.68

Federal Aid Funds Requested- $59,880.00
State Funds- 39,910.90

$99,790.90

Notice to Shipper of Goods Undelivered

RAILWAY EXPRESS AGENCY
INCORPORATED

CITY OFFICE 226 S. W. Broadway
Tel. Atwater 8411
Street address where shipment is held
PORTLAND, OREGON
City 19

RECEIVED
NOV 1 1939

You are notified that Article Pa.
C. O. D. or Collection $
Forwarded by you on 10-27 1939
Addressed to Porter W. Yett
6700 N.E. Airport Rd.
charges $
Your invoice or Identification No. WB 4833
Remains in this office undelivered because
No Call
No Response to Postal Notice
Disposition Please.

This shipment is held at Owner's Risk subject to Express charges. Please give prompt orders for disposition. SEE DIRECTIONS ON OTHER SIDE.

OUR REFERENCE No. 1263

H. E. ALBERT, Genl. Agent

Address beyond delivery limits.

SEE OTHER SIDE (566—6-33 PRINTED IN U.S.A.)

Oregon State Highway Department

Federal Aid Project
No. 27 (3)

WARREN-SCAPPOOSE SECTION OF THE
COLUMBIA RIVER HIGHWAY IN COLUMBIA COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 26, 1939

All Required		Clearing and Grubbing		$ 500.00
1,000	cu. yds.	Trench Excavation	$1.00	1,000.00
17,000	cu. yds.	Excavation, Single Classification	0.25	4,250.00
6,000	cu. yds.	Borrow at Station 951	0.25	1,500.00
11,400	yd. mi.	Truck Haul	0.15	1,710.00
2.63	miles	Finishing Roadbed and Slopes	300.00	789.00
7,500	lin. ft.	Rounding Cutbanks	0.10	750.00
3,200	sq. yds.	Removal of Old Pavement	0.30	960.00
130	lin. ft.	18" Corrugated Iron Pipe	2.00	260.00
200	lin. ft.	8" Concrete Pipe	0.60	120.00
700	lin. ft.	18" Concrete Pipe	2.00	1,400.00
6	lin. ft.	24" Concrete Pipe	3.00	18.00
12	lin. ft.	36" Concrete Pipe	6.00	72.00
530	lin. ft.	Salvaging Culvert Pipe	0.50	265.00
210	cu. yds.	Class "A" Concrete	22.00	4,620.00
34,000	lbs.	Metal Reinforcement	0.06	2,040.00
All Required		Removal of Existing Floor		200.00
100	lin. ft.	Cable Guard Fence	1.00	100.00
50	only	Timber Sight Posts	1.50	75.00
55	cu. yds.	Riprap	3.00	165.00
8,400	cu. yds.	3" - 1½" Material in Base	1.65	14,860.00
5,000	cu. yds.	1½" - 0" Material in Shoulders	1.65	8,250.00
6,200	cu. yds.	3/4" - 0" Material in Base and Shoulders	1.65	10,230.00
600	cu. yds.	Filler	0.40	240.00
1,200	yd. mi.	Hauling Filler	0.15	180.00
500	M-Gals.	Sprinkling	1.50	750.00
3,090	tons	Class "A" Asphaltic Concrete	4.50	13,905.00
2,790	tons	Class "B" Asphaltic Concrete	4.50	12,555.00
1,990	tons	Outback Asphalt Wearing Surface	4.50	8,955.00
		Subtotal		$90,719.00
		10% Engr. & Cont.		9,071.90
		Total		$99,790.90

Length 2.634 miles
Cost per mile $37,885.68

Federal Aid Funds Requested- -	$59,880.00
State Funds- -	39,910.90
	$99,790.90

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
SEP 14 1939
STATE HIGHWAY COMMISSION

September 13, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 27 (3), the Warren-Scappoose Section of the Columbia River Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

Concurrence in award of contract will be withheld pending receipt of certificate that all rights of way have been acquired.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Salem, Oregon
September 11, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and five copies of right of way statement for the Warren-Scappoose Section, Project No. FA 27 (3).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department | Federal Aid Project No. 27 (3)

WARREN-SCAPPOOSE SECTION OF THE

COLUMBIA RIVER HIGHWAY IN COLUMBIA COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 11, 1939

All Required		Clearing and Grubbing	$ - -	$ 500.00
400	cu. yds.	Trench Excavation	1.00	400.00
17,000	cu. yds.	Excavation, Single Classif.	.25	4,250.00
6,000	cu. yds.	Borrow at Sta. 951	.25	1,500.00
11,400	yd. mi.	Truck Haul	.15	1,710.00
2.63	miles	Finishing Roadbed and Slopes	300.00	789.00
7,500	lin. ft.	Rounding Cutbanks	.10	750.00
3,200	sq. yds.	Removal of Old Pavement	.30	960.00
130	lin. ft.	18" Corr. Iron Pipe	2.00	260.00
200	lin. ft.	8" Concrete Pipe	.60	120.00
700	lin. ft.	18" Concrete Pipe	2.00	1,400.00
6	lin. ft.	24" Concrete Pipe	3.00	18.00
12	lin. ft.	36" Concrete Pipe	6.00	72.00
530	lin. ft.	Salvaging Culvert Pipe	.50	265.00
210	cu. yds.	Class "A" Concrete	22.00	4,620.00
34,000	lbs.	Metal Reinforcement	.06	2,040.00
All Required		Removal of Existing Floor	- -	200.00
100	lin. ft.	Cable Guard Fence	1.00	100.00
50	only	Timber Sight Posts	1.50	75.00
55	cu. yds.	Riprap	3.00	165.00
8,400	cu. yds.	3" - 1½" Material in Base	1.65	14,860.00
5,000	cu. yds.	1½" - 0" Material in Shoulders	1.65	8,250.00
6,200	cu. yds.	3/4" - 0" Material in Base and Shoulders	1.65	10,230.00
600	cu. yds.	Filler	.40	240.00
1,200	yd. mi.	Hauling Filler	.15	180.00
500	M-gal.	Sprinkling	1.50	750.00
3,090	tons	Class "A" Asphaltic Concrete	4.50	13,905.00
2,790	tons	Class "B" Asphaltic Concrete	4.50	12,555.00
1,990	tons	Cutback Asphalt Wearing Surface	4.50	8,955.00
		Subtotal		$ 90,119.00
		10% Engr. & Cont.		9,011.90
		Total		$ 99,130.90

Length	2.634 miles
Cost per mile	$ 37,635.11

Federal Aid Funds Requested- -	$ 59,480.00
State Funds- -	39,650.90
	$ 99,130.90

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

WARREN-SCAPPOOSE SECTION

PROJECT NO. FA 27 (3)

While negotiations for right of way are in progress, some 10 parcels have not been acquired nor has the right to occupy and use these parcels been secured, but it is now believed that the right of way can be made fully available within 14 days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

September 11, 1939

FORM 5-S-1 2M 10-38

Commissioners
HENRY F. CABELL, Chairman, Portland
E. B. ALDRICH, Pendleton
F. L. TOU VELLE, Jacksonville
H. B. GLAISYER, Secretary

R. H. BALDOCK
State Highway Engineer
Salem

OREGON STATE HIGHWAY COMMISSION
Office of E. A. COLLIER, Division Engineer
5800 S. E. McLoughlin
PORTLAND, OREGON

RECEIVED
MAR 14 1939
OREGON
STATE HIGHWAY COMMISSION

Const
Projects
[illegible]

March 13, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: G. S. Paxson

Dear Sir:

We are preparing plans for the widening of the Warren-Scappoose Section of the Lower Columbia River Highway. In connection with this widening it will be necessary to construct a new ten foot wide by seven foot high culvert at Honeyman Creek to extend the cattle pass there and the Hegele cattle pass near Scappoose. It will be necessary also to widen north and south Scappoose Creek Bridges and at the same time we should also widen McNulty Creek Bridge.

How much in the way of vicinity maps will you require for the design of the structures? Last year you sent Mr. Skelton a white print of the design of the Newberg Viaduct. Please send us print showing the lay-out for each of the above structures, as constructed in 1919. I note in the Bridge Log, both the cattle passes are described as "Invert, not paved", but investigation reveals that there is concrete pavement in both of these cattle passes. This may have been placed later, either by the owner or by the state.

With respect to Honeyman Creek, we have investigated two plans: (1) A culvert connecting with the north or east end of the present bridge and (2) A new culvert near the existing cattle pass. This would involve a channel change above, but would be shorter than a culvert under Plan No. 1. Plan No. 1 involved placing a three-foot fill on the deck of the existing bridge. I have discussed this previously with Mr. Stevenson and will be pleased to investigate it on the ground with him soon. Handling traffic under Plan No. 1 will be much simpler, but the culvert will belonger.

We can safely reduce the size of the existing opening. The drainage area is approximately 3200 acres and the existing structure has not been filled any where near capacity during the past twenty years. The drainage area would indicate sixty square feet of culvert area required and I recommend a box ten feet wide by seven feet high.

Very truly yours,

E. A. COLLIER
DIVISION ENGINEER

EAC:DP
CC R. H. Baldock

NOTED
C. B. McCullough

FORM 5-8-1 2M 10-38

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF E. A. COLLIER, DIVISION ENGINEER
5800 S. E. McLOUGHLIN
PORTLAND, OREGON

RECEIVED
FEB 13 1939
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
Const
Projects
Bridges

February 11, 1939

NOTED
Asst State Highway Engineer

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Chas. E. Low
Re: St. Helens-Warren 1938 Paving Project

Dear Sir:

We will place construction map data on the 1919 hard detail map and will send it in with plans and right of way descriptions for the Warren-Scappoose section.

Very truly yours,

E. A. COLLIER
DIVISION ENGINEER

EAC:DP
CC C. B. McCullough

FORM 5-6-1 2M 10-28
Commissioners
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE
H. B. GLAISYER, SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF E. A. COLLIER, DIVISION ENGINEER
9200 S. E. McLOUGHLIN
PORTLAND, OREGON

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM
RECEIVED
JAN 4 - 1939
OREGON
STATE HIGHWAY COMMISSION

January 3, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
Asst. State Highway Engineer

Attention: H. G. Smith

Dear Sir:

Received Mr. Low's letter of December 27th asking that we use the located detail map in making the construction map for the St. Helens-Warren Section.

A construction map on white print was submitted with the final records. We have a hard copy detail made about 1918, which covers the line from McBride Fill to Scappoose. On this map is shown in red a located line 80 ft. distant from, and parallel to, the railroad track throughout this entire section. This is the line used for St. Helens-Warren Section, 1938.

On this detail map is shown in blue, black, and green some revisions which were made just prior to the 1919 grading job. These revisions, together with part of the red line, are the centerline paved in 1920. We will be using this map for the Warren-Scappoose Survey.

I think Mr. Furrow traced this map and the white prints we have been using are from his tracing. As far as I know Mr. Furrow did not make a new detail map on hard paper.

If you wish this detail map sent in, please advise. We can get along with a white print, or you could return this hard copy to us. If you do not need this detail, we would like to retain it in this office.

Very truly yours,

E. A. COLLIER
DIVISION ENGINEER

EAC:DP
CC C. B. McCullough

[illegible] 3M 10-38

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

[illegible], SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF E. A. COLLIER, DIVISION ENGINEER
5200 S. E. McLOUGHLIN
PORTLAND, OREGON

December 31, 1938

Const
Proj.
Primary

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: H. G. Smith

NOTED
Asst. State Highway Eng.

Dear Sir:

Herewith rough estimate of cost for budgetary purposes for the Warren-Scappoose Section from the end of the present widening at Warren to the beginning of the Cemetery Line Change, south of Scappoose:

Length, 5 Miles		
Grading, Minor Drainage, Rock Base, Pavement Resurfacing	@ $23,000 mi.	$115,000
Widening and Resurfacing Bridges at McNulty Creek, Honeyman Creek, North Scappoose Creek, Hegle Cattle Pass, South Scappoose Creek		25,000
		$140,000

Please ask the Bridge Department to rough check this bridge estimate.

If it appears desirable to reduce the length of the project, three-quarters of a mile could be cut off the Scappoose end and tie-in made at the west city limits instead of the east city limits.

The figure of $23,000 per mile is estimated from this last year's St. Helens-Warren Project, which was four miles long.

Very truly yours,

E. A. COLLIER
DIVISION ENGINEER

EAC:DP
CC C. B. McCullough

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.

December 29th, 1938

Const
Projects
Primary

Mr. R. A. Collier
Division Engineer
State Highway Department
9200 S. E. McLoughlin Blvd.
Portland, Oregon

NOTED
Asst. State Highway Engineer

Dear Sir:

Will you kindly give me a rough estimate of cost for budgetary purposes of the Warren-Scappoose Section from the end of the present widening at Warren to the beginning of the cemetery line change south of Scappoose.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

CONTRACT# 2221

172-A-2 Coal Bank Slough Bridge, 1939
Marshfield, Oregon Coast Hwy.
#2221

RECEIVED
MAY 7 1942
FOR FILING

172-A-2

May 6, 1942

J. W. & J. R. Hillstrom
353 South 5th Street
Marshfield, Oregon

Gentlemen:

The State Highway Commission, at its meeting on April 2, 1942, granted you the additional extension of time requested, from August 31, 1940, to January 20, 1942, without penalty, in connection with contract No. 2221 for construction of a bridge over Coalbank Slough on the Oregon Coast Highway, at Marshfield, in Coos County.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - K. D. Lytle

RECEIVED
APR 14 1942
FOR FILING

172-A-2

April 13, 1942

Aetna Casualty & Surety Co.
Bates, Lively & Pearson
Yeon Building
Portland, Oregon

Gentlemen

You are hereby notified that State Highway contract No. 2221 for work on the bridge over Coalbank Slough near Marshfield on the Oregon Coast Highway, in Coos County, has been completed by the contractors, J. W. and J. R. Hillstrom, and that final settlement will be made on or after April 23, 1942.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractors in connection with this contract will be $96,753.80, including final payment, of which $345.53 is for force account work. This contract was completed on January 20, 1942, and accepted by the Commission April 2, 1942.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

NOTED
D. G. DeSart

RECEIVED
APR 3 1942
FOR FILING

172-A-2

BATES, LIVELY & PEARSON
[illegible]
PORTLAND, OREGON

April 1st, 1942.

Oregon State Highway Commission,
R.H. Baldock, Chief Engineer,
Office of G. S. Paxson, Bridge Engineer,
Salem, Oregon.

Gentlemen:

RE: 42 S 4454 - J.W. and J.R. Hillstrom,
Marshfield, Oregon.
Contract 2221 - Coalbank Slough Bridge
in Coos County on the Oregon Coast
Highway near Marshfield, Coos County.

Under date of March 18th, 1942, we sent you consent of surety to the extension of time for the completion of the job in caption, covering from September 1, 1940, to and including January 20th, 1942.

In this connection we are wondering when final payment of $8,000 is to be made to these contractors?

Thanking you most kindly in advance for a reply by return mail, we remain,

Very truly yours,

BATES, LIVELY & PEARSON,

BY:

MB

cc: — Oregon State Highway Commission,
Salem, Oregon,
Attention: H. B. Glaisyer, Sec.

NOTED
H. B. GLAISYER

172-a-2

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 3.

March 23, 1942

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAP 172-A (2), Coalbank Slough Bridge on the Oregon Coast Highway ______________________, was made by a representative of this office on February 19, 1942.

Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Jon

RECEIVED
MAR 18 1942
FOR FILING

172-A-2

March 17, 1942

Bates, Lively & Pearson
Yeon Building
Portland, Oregon

Attention: K. V. Lively

Gentlemen:

Reply is made to your letter of March 16 in regard to the status of contract No. 22[illegible]1, Coalbank Slough Bridge, under contract to J. W. and J. R. Hillstrom; also to your letter of March 2 on the same subject which, I am sorry to say, was misplaced.

You inquire as to whether or not this contract has been completed. Investigation of the records reveals that all of the work, with the exception of the removal of the old bridge, was completed on September 17, 1940. The work of removing the old bridge has only recently been completed.

We have paid the contractor the full amount due him with the exception of the $3,000 which he bid for the removing of the old structure. This will be paid as soon as the Highway Commission authorizes it which matter, I hope, can be taken care of at the meeting this week.

According to the record we have paid the contractor a total of $93,753.80 to date.

Very truly yours,

Secretary

HBG:AM

NOTED
D. DeSart

65 ✓

BATES, LIVELY & PEARSON

Contract 2221 - Coalbank Slough Bridge   J. W. & J. R. Hillstrom

Del's card does not show this, but Mr. Reeves showed me a letter to the Public Roads Administration and to Hillstroms stating the date of completion as January 20, 1942.   Not accepted as yet.

Letter re time extension and acceptance of contract coming thru for this meeting.

Amount earned $93,753.80; no retained percentage; amount paid $93,753.80.

S. Gardner said we released the retained percentage to the contractor because all of the work was done some time ago with the exception of removal of the old bridge and we were the ones that held up that work. Removal of bridge is covered by special agreement dated May 7, 1941.

When he removes the bridge he will get the amount he bid for removing it.

---

final payment.

Again thanking you for your kind cooperation in this respect, we remain,

Very truly yours,

BATES, LIVELY & PEARSON,

BY: Lively

mb

REFERRED TO
Miss [illegible]
BY SECRETARY

get data for reply

RECEIVED
1942

ANSWERED
H. B. GLAISYER

BATES, LIVELY & PEARSON
INSURANCE GENERAL AGENTS
YEON BUILDING
PORTLAND, OREGON

March 16th, 1942.,

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

RE: 42 S 4454 -- J.W. & J.R. Hillstrom,
Marshfield, Oregon.
Contract 2221 -- Coalbank Slough Bridge
in Coos County on the Oregon Coast
Highway near Marshfield, Coos County.

ATTENTION: H. B. Glaisyer.

Our letter of March 2nd, 1942, addressed to you relative to the subject in caption, has come to our attention under diary.

In this connection we are wondering if the work under this job has been completed, and whether or not final payment has been made to the contractors? Also, we shall appreciate being advised the total amount paid to these contractors, including final payment.

Again thanking you for your kind cooperation in this respect, we remain,

Very truly yours,

BATES, LIVELY & PEARSON,

BY: K W Lively

mb

REFERRED TO
Miss [illegible]
BY SECRETARY

get data for reply

ANSWERED
H. B. GLAISYER

BATES, LIVELY & PEARSON
INSURANCE GENERAL AGENTS
YEON BUILDING
OREGON

3-3-42

Stone [illegible]

[illegible] working today 3-9-42

Jan 20, 1942

[illegible] MAR 3 - 1942

tron,
n.
h Bridge
oast
Highway near Marshfield, Coos County.

ATTENTION: H. B. Glaisyer,
Secretary.

Your advices of January 14th, 1942, addressed to us relative to the above, has come to our attention under diary, in which communication you advised us that this work would possibly be completed sometime between the first and fifteenth of February, 1942, and that final payment, in the amount of $3,000.00, would be paid very soon after completion of the contract.

In this regard, we are wondering if the work has been completed, and if so when, and the total amount paid to these contractors thereunder.

Thanking you most kindly in advance for your usual kind cooperation, we remain,

Very truly yours,

BATES, LIVELY & PEARSON,

By

mb

REFERRED TO
BY SECRETARY

prepare reply

BATES, LIVELY & PEARSON
INSURANCE GENERAL AGENTS
YEON BUILDING
PORTLAND, OREGON

MAR 3 - 1942

March 2nd, 1942.,

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

RE: 42 S 4454 -- J.W. & J.R. Hillstron,
Marshfield, Oregon.
Contract 2221 - Coalbank Slough Bridge
in Coos County on the Oregon Coast
Highway near Marshfield, Coos County.

ATTENTION: H. B. Glaisyer,
Secretary.

Your advices of January 14th, 1942, addressed to us relative to the above, has come to our attention under diary, in which communication you advised us that this work would possibly be completed sometime between the first and fifteenth of February, 1942, and that final payment, in the amount of $3,000.00, would be paid very soon after completion of the contract.

In this regard, we are wondering if the work has been completed, and if so when, and the total amount paid to these contractors thereunder.

Thanking you most kindly in advance for your usual kind cooperation, we remain,

Very truly yours,

BATES, LIVELY & PEARSON,

By

mb

REFERRED TO [illegible]
BY SECRETARY
prepare reply

RECEIVED
JAN 14 1942
FOR FILING

172-31-2

January 14, 1942

Bates, Lively & Pearson
Yeon Building
Portland, Oregon

Gentlemen:

In accordance with your letter of January 12, we advise that J. W. and J. R. Hillstrom have not yet removed the old bridge in completion of their contract No. 2221 for construction of a bridge over the Coalbank Slough near Marshfield on the Oregon Coast Highway.

It appears now that they will have this work completed sometime between the first and the fifteenth of February, 1942. The final payment, in the amount of $3,000.00, will be paid very soon after completion of the contract.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD/mm

NOTED
D. DeSart

BATES, LIVELY & PEARSON
INSURANCE GENERAL AGENTS
YEON BUILDING
PORTLAND, OREGON

January 12, 1942.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

RE: 42 S 4454 -- J.W. & J.R. Hillstrom,
Marshfield, Oregon.
Contract 2221 - Coalbank Slough Bridge
in Coos County on the Oregon Coast
Highway near Marshfield, Coos County.

ATTENTION: H. B. Glaisyer,
Secretary.

We wish to thank you for your letter of December 11th, 1941 in which you advised us that it was anticipated that the contract in caption would be completed about December 31st, 1941.

In the way of a follow-up, we are wondering whether or not the above captioned contract has been completed, and the total amount paid to the contractors thereunder.

Thanking you in advance for your usual kind cooperation and early attention, we remain,

Very truly yours,

BATES, LIVELY & PEARSON,

By: Lively

mb

RECEIVED
JAN 14 1942
STATE HIGHWAY COMMISSION

R

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NOV 10 1941
FOR FILING

172-A-2

BATES, LIVELY & PEARSON
INSURANCE GENERAL AGENTS
YEON BUILDING
PORTLAND, OREGON

November 6th, 1941.

The Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

RE: Contract No. 2221 - J.R. & J.W. Hillstrom,
Coalbank Slough Bridge in Coos County on
the Oregon Coast Highway near Marshfield.

ATTENTION: Mr. H. B. Glaisyer,
Secretary.

As surety upon the official contract bond of the above contractors, we enclose herewith construction contract status report, with request that you please complete and return to this office for the proper completion of our records, as such surety.

Thanking you most kindly in advance for your usual kind cooperation, we remain,

Very truly yours,

BATES, LIVELY & PEARSON,
General Agents,
THE AETNA CASUALTY AND SURETY CO.,

By:

mb
Encls: - Contract Status Report.

P. S. -- We also enclose herewith a self addressed stamped envelope for your convenience in replying.

NOTED
D . DeSart

RECEIVED
OCT 20 1941
FOR FILING

172-A-2

R

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 15, 1941

NOTED
C. B. McCullough

Subject: Coalbank Slough Bridge

To:

Mr. C. B. McCullough
Assistant Chief Engineer
Office

Dear Sir:

The paving around the Coalbank Slough Bridge has been completed, and we can now tear down the old bridge under our contract with J. W. & J. R. Hillstrom. The west approach to the old bridge is directly in front of the Evans Products Company's plant, and they have asked that the piling be cut off rather than removed so that their dock can be extended out into the old roadway. I understand that this is a city street, but they have assured me that the City of Marshfield joins with them in asking for these old piling as the extension of the dock will provide a route for fire-fighting equipment to the river side of the Evans Products Company's plant.

I presume that we are now in a position to abandon this section of road as a part of the highway system and allow it to revert to the city in the status of a city street. If this is to be done, I will write to the City of Marshfield and ask confirmation of it before changing the details of our contract for the removal of the structure.

Very truly yours,

G S Paxson

G. S. Paxson
Bridge Engineer

GSP CM

RECEIVED
JUN 11 1941
FOR FILING

172-A-2

June 9, 1941

Aetna Casualty & Surety Company
Bates, Lively & Pearson
Yeon Building
Portland, Oregon

Dear Sirs:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to J. W. and J. R. Hillstrom, on contract No. 2221 for Bridge over Coalbank Slough near Marshfield on the Oregon Coast Highway in Coos County. This payment, in the amount of $2,812.61, will be made on or after June 19, 1941. The retained percentage is $3,000.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Yours very truly,

STATE HIGHWAY COMMISSION

By
Secretary

OA

NOTED
D. G. DeSart

a

RECEIVED
JUN 4 1941
FOR FILING
172-A-2

June 3, 1941

J. W. and J. R. Hillstrom
Contractors
Marshfield, Oregon

Gentlemen:

Attached hereto if a fully executed copy of a supplemental agreement between yourselves and the State Highway Commission in connection with state highway contract No. 2221 for construction of the Coalbank Slough Bridge, in Coos County, particularly with respect to the removal of the old bridge. This is for your records and files.

Very truly yours,

Secretary

HBG:AM

June 3, 1941

The Aetna Casualty & Surety Company
Bates, Lively & Pearson, Resident Agents,
Yeon Building
Portland, Oregon

Gentlemen:

Attached hereto is a fully executed copy of a supplemental agreement between the State Highway Commission and J. W. and J. R. Hillstrom in connection with state highway contract No. 2221 for construction of the Coalbank Slough Bridge, in Coos County, particularly with respect to the removal of the old bridge. This is for your records and files.

Very truly yours,

Secretary

HBG:AM

SALEM
June 3, 1941

Supplemental agreement with Hillstrom Bros.
in connection with contract No. 2221

Mr. Carl Smith

Attached hereto, for transmittal to the Secretary of State, is a supplemental agreement between the State Highway Commission and J. W. and J. R. Hillstrom in connection with state highway contract No. 2221 for construction of the Coalbank Slough Bridge, in Coos County, particularly with respect to the removal of the old bridge.

HBG:AN

Secretary

FORM E-30 REVISED 25M 1-41

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem
May 31, 1941

Subject: Coalbank Slough agreement with Hillstrom Bros.

To: Mr. C. B. McCullough,
Asst. Chief Engineer
OFFICE

Dear Sir:

I am returning to you, herewith, three copies of the supplemental agreement with J. W. and J. R. Hillstrom with respect to their contract with the State Highway Commission for construction of the Coalbank Slough Bridge. These copies are fully executed and are returned to you for further handling. I have retained the original for the Commission's records and files.

The usual procedure is to mail one copy to the contractor, one to the surety company, and the third to the Secretary of State. I shall be pleased to follow such procedure if you so desire.

Yours very truly,

Secretary

HBG:MC

encl.

[illegible] 6/1/41 [illegible] followed 6/3

REFERRED TO H B Glaisyer
By Asst. State Highway Engineer

OK as above set out except that Paxson should have a copy
M

RECEIVED
APR 29 1941
FOR FILING
172-A-2

April 28, 1941

Supplementary Agreement
Coalbank Slough Bridge

Mr. G. S. Paxson

Herewith four copies of supplementary agreement between the State Highway Department and J. W. and J. R. Hillstrom on the Coalbank Slough Bridge. If it is in proper form, please send it out to the contractor for signature, and return all copies to this office when they are returned to your office.

C. B. McCullough

CBM:AP
Attached

FORM E-50 REVISED 35M 1-41

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

April 21, 1941

Subject: Coalbank Slough Bridge

To: Mr. C. B. McCullough
Assistant Chief Engineer
Office

Dear Sir:

On September 28, 1939, the Highway Commission awarded a contract for the construction of the Coalbank Slough Bridge to J. W. and J. R. Hillstrom. This contract contained an item for the removal of the existing bridge, on which the contractors bid the sum of $3,000.

All work other than the removal of the existing bridge was completed on September 17, 1940. Because the paving has not been finished on the approach embankment, the contractors were directed to leave the old bridge in place until the pavement is completed. This has prevented the contractors from completing work and has prevented us from paying the final estimate. We are now holding three per cent of the value of all work done on the contract, which amounts to $2,812.61. It is no fault of the contractors' that they have not completed the work, and I would like to find some way in which we could release this retained percentage prior to completion of the remaining item. It may be possible, by order of the Commission, to final out the contract except for this one item and pay for this item later in the year when the work of removing the old bridge is actually done.

The contract for the approach pavement allows the contractor until July 31, 1941, to finish the pavement, so that, if payments are handled in the normal manner, the contractors on the bridge cannot expect to get this retained percentage until sometime in August, at least.

Yours very truly,

G S Paxson

G. S. Paxson
Bridge Engineer

GSP:TH

RECEIVED
JAN 28 1941
FOR FILING
172-A-2

January 27, 1941

Aetna Casualty & Surety Co.
Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to J. W. and J. R. Hillstrom, on contract No. 2221, for construction of a bridge over Coalbank Slough, near Marshfield on the Oregon Coast Highway, in Coos County. This payment, in the amount of $2,865.06, will be made on or after February 6, 1941. The retained percentage is $2,812.61.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands insurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

NOTED
D. G. DeSart

RECEIVED
SEP 26 1940
FOR FILING

September 25, 1940

J. W. and J. R. Hillstrom
353 South 5th
Marshfield, Oregon

Gentlemen:

At the meeting of the State Highway Commission held on August 22, 1940, the following action was taken on your request for extension of time:

"J. W. and J. R. Hillstrom, Contract No. 2221, for the construction of a bridge over Coalbank Slough on the Oregon Coast Highway, near Marshfield, in Coos County, requested an extension of time from July 31 to August 30, 1940, within which to complete this job. They attributed their failure to complete the project within the specified time limit to changes ordered by the Engineer in the construction of foundation piers and because of an overrun of concrete work. They advised also that they encountered difficulties in obtaining delivery of steel for the job, with the result that the painting of the structure and clean-up work could not be done before July 31, 1940. The Engineer advised that the reasons given by the contractor for failure to complete this project within the specified time limit are correct. He recommended that the extension of time now requested be granted without penalty. A letter was presented from the Public Roads Administration concurring therein. The Commission approved the recommendation by unanimous vote."

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

NOTED
D. G. DeSart

MRL

cc - E. D. Lytle

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

FA 172-A-2

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE NO. Oregon FAP 172-A (2)
Coalbank Slough Section
Oregon Coast Highway

March 7, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Jon

wa4pr-3970

Form P. R. 2

State Oregon

Federal Aid Project No. 172-A(2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 26th day of January, 1940

by and between The Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 14th day of October, 1931, a project statement, which was approved by the Secretary on the 20th day of November, 1931, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section A (2) of said project which were recommended for approval by the United States District Engineer on the 18th day of September, 1939; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications. and estimates, and the sum of fifty-nine thousand, three hundred eighty and 00/100 dollars ($59,380.00) as the share of the United States payable under said act on account of Section A (2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, laws 1917; Chap. 31, laws 1920.

(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 34+67.5 and survey station 39+01.5

, length 0.082 of a mile~~s~~, in Coos County, being Section A (2) of Oregon Federal Aid project No. 172, consisting of no miles of roadway and 1 bridge of more than 20 feet clear span, 0.082 of a mile in length.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

Wherever in this document the terms "Secretary" or "Secretary of Agriculture" appear they shall include or have reference to the Federal Works Administrator, as the context requires, to conform to the President's First Plan on Government Reorganization under the Reorganization Act of 1939.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A (2) of said project shall not in any event exceed the sum of fifty-nine thousand, three hundred eighty and 00/100 dollars ($59,380.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of ninety-eight thousand, nine hundred fifty-eight and 75/100 dollars ($98,958.75), the approved total estimated cost of Section A (2) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to The State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, laws 1927.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112.**

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the .... day of FEB 12 1940, 19......

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By E. B. Aldrich

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By ....

....
(Title of officer)

By ....

....
(Title of officer)

FEDERAL WORKS ADMINISTRATOR
~~[illegible]~~

By W. J. O'Leary
~~[illegible]~~
Acting Commissioner of Public Roads

U. S. GOVERNMENT PRINTING OFFICE

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department ~~as~~ Federal Aid Project No. 172-A(2) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $28,958.75 as the total estimated cost of said project, and the sum of $9,330.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of ______ one thousand nine hundred and FEB 12 1940

FEDERAL WORKS ADMINISTRATOR
~~Secretary of Agriculture~~,

By ______
~~Acting Chief, Bureau of Public Roads~~
Acting Commissioner of Public Roads

U.S. GOVERNMENT PRINTING OFFICE 3—4289

Wherever in this document the terms "Secretary" or "Secretary of Agriculture" appear they shall include or have reference to the Federal Works Administrator, as the context requires, to conform to the President's First Plan on Government Reorganization under the Reorganization Act of 1939.

RECEIVED
JAN 11 19

FA 172-A-2

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

(Stencil #28)

RECEIVED
JAN 9 - 19
STATE HIGH

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon FAP 172-A(2)
Coalbank Slough Bridge
Oregon Coast Highway

January 8, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By LCaufield
L. J. Caufield
Sr. Highway Engineer

Fron

RECEIVED
DEC 14 1939
FOR FILING

FA 172-A-2

November 7, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Coalbank Slough Bridge, Project No. 172-A (2).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 172-A (2)

COALBANK SLOUGH BRIDGE ON THE OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 26, 1939

350	cu. yds.	Structural Excavation	$ 9.00	$ 3,150.00
30	cu. yds.	Structural Excavation Below Plans	9.00	270.00
8,400	lin. ft.	Furnish Untreated Piles	.20	1,680.00
140	only	Drive Untreated Piles	8.00	1,120.00
13,725	lin. ft.	Furnish Treated Piles	.70	9,607.50
207	only	Drive Treated Piles	9.00	1,863.00
34	M-FBM	Port Orford Cedar Lumber in Place	65.00	2,210.00
120	M-FBM	Treated Douglas Fir Lumber in Place	98.00	11,760.00
140	cu. yds.	Seal Concrete	20.00	2,800.00
720	cu. yds.	Class "A" Concrete	20.00	14,400.00
26	cu. yds.	Concrete in Counterweights	20.00	520.00
126,000	lbs.	Metal Reinforcement	.05	6,300.00
150,000	lbs.	Steel in Counterweights	.02	3,000.00
600	lbs.	Copper in Waterstops	.60	360.00
160,000	lbs.	Structural Steel	.08	12,800.00
30,000	lbs.	Machinery	.40	12,000.00
142	lin. ft.	Metal Handrail on Drawspan	3.50	497.00
750	lin. ft.	Metal Handrail on Trestle Approach	3.50	2,625.00
All Required		Removal of Old Bridge		3,000.00
			Subtotal	$89,962.50
			10% Engr. & Cont.	8,996.25
			Total	$98,958.75

Length 0.092 mile

Federal Aid Funds - $59,380.00
State Funds - 39,578.50

$98,958.75

State Funds for Construction: Chap. 175, laws 1917; Chap. 21, laws 1920
State Funds for Maintenance: Chap. 41, laws 1927

Form E-30—Revised—25M—8-39

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 7, 1939

172-A-2

Subject: Price Agreement No. 1,
Coalbank Slough Bridge

To:
Mr. C. B. McCullough
Assistant State Highway Engineer
Office

Dear Sir:

I am returning herewith Price Agreement No. 1 on the Coalbank Slough Bridge. The Public Roads Administration advises that under its method of figuring the distribution of loads on the bascule leaves, we have an overstress in the outside girders. To satisfy this objection we have changed these outside girders to silicon steel.

We are having a long, drawn-out controversy with the Public Roads Administration as to the proper distribution of load to be used when we have relatively stiff diaphragms between girders. We have not settled this matter as yet, and in this present instance it is cheaper to make the change than to argue with them.

Very truly yours,

G S Paxson

G. S. Paxson
Bridge Engineer

GSP CM
Attached

NOTED
C. B. McCullough

approved 11/8/39
AL

RECEIVED
OCT 27 1939
FOR FILING

172-A-2

October 26, 1939

J. W. AND J. R. HILLSTROM
353 South 5th Street
Marshfield, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2221 which was awarded to you by the State Highway Commission on September 28, 1939, covering the construction of the Coal Bank Slough Bridge on the Oregon Coast Highway, near Marshfield, in Coos County.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

RECEIVED
OCT 4 - 1939
FOR FIL

172-9-3

October 3, 1939

J. W. and J. R. HILLSTROM
353 S. 5th Street
Marshfield, Oregon

Gentlemen:

We are sending you today by express four copies of Contract No. 2221, which was awarded to you on September 28, 1939, by the State Highway Commission, covering the construction of the Coalbank Slough Bridge on the Oregon Coast Highway, near Marshfield, in Coos County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 7 of the printed GENERAL PROVISIONS, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION
By

Secretary

MRL

cc - Bridge Department

172-A-2

September 29, 1939

J. W. and J. R. Hillstrom
353 South 5th Street
Marshfield, Oregon

Gentlemen:

The State Highway Commission on September 28, 1939, awarded you the contract for construction of a double leaf steel bascule bridge with 361 lin. ft. composite trestle approach over Coal Bank Slough on the Oregon Coast Highway, in Coos County. This award was based on your low bid of $89,962.50 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

AM

Secretary

cc - Mr. S. H. Probert
Mr. G. S. Paxson

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

September 28, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. 172-A (2), the Coalbank Slough Bridge on the Oregon Coast Highway, to J. W. & J. R. Hillstrom, Marshfield, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By T. M. Davis
T. M. Davis
Sr. Highway Engineer

RECEIVED
SEP 15 193

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

September 13, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 172-A (2), the Coal Bank Slough Bridge on the Oregon Coast Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

Our approval of the project is subject also to the condition that documentary evidence will be furnished showing approval by the War Department for a structure over a navigable stream and that such changes in design will be made as are found necessary by our detailed check of the plans.

The project agreement estimate should be prepared to show the segregation of cost for the portions inside and outside of Marshfield.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Salem, Oregon
September 8, 1939

Mr. W. E. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and five copies of right of way statement to accompany plans and specifications for the Coalbank Slough Bridge, Project No. FA 172-A(2).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 172-A(2)

COALBANK SLOUGH BRIDGE ON THE

OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 8, 1939

350	cu. yds.	Structural Excavation	$ 10.00	$ 3,500.00
30	cu. yds.	Structural Excavation Below Plans	15.00	450.00
8,400	lin. ft.	Furnish Untreated Piles	0.15	1,260.00
140	only	Drive Untreated Piles	15.00	2,100.00
13,725	lin. ft.	Furnish Treated Piles	0.84	11,529.00
207	only	Drive Treated Piles	15.00	3,105.00
34	M-FBM	Port Orford Cedar Lumber in Place	65.00	2,210.00
120	M-FBM	Treated Douglas Fir Lumber in Place	90.00	10,800.00
140	cu. yds.	Seal Concrete	22.00	3,080.00
720	cu. yds.	Class "A" Concrete	22.00	15,840.00
26	cu. yds.	Concrete in Counterweights	22.00	572.00
126,000	lbs.	Metal Reinforcement	0.055	6,930.00
150,000	lbs.	Steel in Counterweights	0.018	2,700.00
600	lbs.	Copper in Waterstops	0.50	300.00
160,000	lbs.	Structural Steel	0.075	12,000.00
30,000	lbs.	Machinery	0.35	10,500.00
142	lin. ft.	Metal Handrail on Drawspan	5.00	710.00
750	lin. ft.	Metal Handrail on Trestle Approach	5.00	3,750.00
All Required		Removal of Old Bridge	- -	2,000.00
		Subtotal		$ 93,336.00
		10% Engr. & Cont.		9,333.60
		Total		$ 102,669.60

Length 0.082 mile

Federal Aid Funds- -	$ 61,600.00
State Funds- -	41,069.60
	$ 102,669.60

COALBANK SLOUGH BRIDGE

PROJECT NO. FA 172-A(2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

September 8, 1939

RECEIVED
MAR 17 1939
FOR FILING

NOTED
C. B. McCullough

March 15, 1939

Memorandum to Mr. C. B. McCullough:

I have had these letters from Marshfield on my desk for some time, and it would seem to me that some sort of an answer should be made to them.

I do not know just how seriously the city regards the matter, but I do believe that their objection has resulted from pressure from affected property owners.

G S Paxson
G. S. Paxson

P.S. – Note that letter is for your signature.
G.S.P.

J. STANLEY EMERY
MAYOR
JOHN W. BUTLER
RECORDER
C. L. BROWN
COUNCIL PRES.

COMMITTEE CHAIRMEN
Finance
Mrs. J. T. Brand
Streets and Parks
C. L. Brown
Properties, Wharf, Waterfront
Robert Marsden, Jr.
Public Health and Safety
Joseph A. Larson
Fire and Water
Arnold J. Spaniol
Light
Lou Blanc

THE CITY OF MARSHFIELD
A Municipal Corporation of Coos County and State of Oregon

Incorporated
1874

DEPARTMENT OFFICIALS
Attorney J. B. Bedingfield
Treasurer Ruth Hoagland
Health Officer Donald M. Long, M.D.
City Engineer and Inspector E. K. Burton
Chief, Fire Dept. P. J. Shepherd
Chief of Police Mathew D. Coy

February 18, 1939

Mr. G. S. Paxon,
State Bridge Engineer,
Salem, Oregon.

Attention Mr. Oscar Cutler,
Asst. Office Engineer.

Dear Sir:

The Port of Coos Bay Commission sent us a copy of the letter they wrote to the Highway Commission in reference to the vertical clearance of the proposed bridge over Coal Bank Slough in Marshfield. Enclosed is a copy of that letter for your handy consideration.

We did not stress the idea of a railroad spur extending South of the highway as we consider that a very remote probability. We did state that if your present proposed grade would allow sufficient clearance for a spur extension under it, it would be a point in its favor.

We can give you no information about the probable operations of the small sawmill above your bridge site. It has operated under several different managements, evidently without much success. In the summer months, at low tides, there is practically no water at the site of this mill.

As I stated to you, when I called on you in Salem, the City Council is willing to cooperate with you on whatever grade you may decide to establish, but favor and would appreciate it to be as low as you find feasible.

Very truly yours,

E. K. Burton

City Engineer.

EKB:AP
Enc.

FRANCK G. SHAW
President

DR. DEAN P. C[illegible]LL
Vice President

I. N. HARTLEY
Secretary

CAPT. B. W. OLSSON
Treasurer

JOE A. LARSON

M. St.E. RUTHERFORD
Manager

PORT OF COOS BAY

INCORPORATED

MARSHFIELD, OREGON

February 14, 1939

RECEIVED
FEB 17 19[illegible]
STATE [illegible] COMMISSION

REFERRED TO Parsons
By Asst. State Highway Engineer

RECEIVED
FEB 17 1939
OREGON [illegible]

State Highway Commission,
Salem, Oregon.

Gentlemen:-

Officials of the City of Marshfield attended the regular monthly meeting of the Port Commission yesterday and requested that the Commission write your body stating their attitude toward a proposed lowering of the vertical clearance (while closed) of the bascule type bridge the State Highway Commission has planned for Coal Bank Slough.

The city officials stated that lowering of vertical clearance would permit lower approaches which would in turn allow a better grade for streets that might enter the highway on the west approach; that it would save the City money and enhance the value of the adjacent property. Also that in event industries should locate above the bridge a high fill would prevent a railroad spur being run from plants to Marshfield.

As the proposed bridge is of the bascule type, the Port Commission will not object to lowering the vertical clearance provided it has the assurance of the State Highway Commission that navigation of this inlet by tow-boats will not be impeded nor delays occasioned.

There is a small mill on this inlet above the site of the proposed bridge that necessitates towing of log rafts through bridge when mill is operating. This mill has been in operation at different times for the past several years. It was operated for several months during 1937 by the Arrow Mills. During the early months of 1938 it was operated by Mr. W.L.Clabaugh and later by another party, who sawed lumber for the Waterford Lumber Co.

Mr. Louis Knutson, who towed rafts for the Arrow Mills during 1937, has advised us that from two to three rafts a week were towed to the mill by his boats. He further stated that a lowering of the present bridge's vertical clearance would necessitate its opening. If mill was operating as during 1937 a lower span would have to be raised not less than from four to six times a week for tow-boats.

During 1938 the tow-boat of the Waterford Lumber Co. towed several rafts to the mill.

The mill has not been in operation for several months and we have heard nothing to indicate that its operation might be resumed soon.

Although the Port's only interest is from the standpoint of navigation, we cannot help inviting your attention to the fact that rafts are towed up this inlet on the higher stages of the tide and that such stage of tide could easily occur at a time when highway traffic was heaviest. Also that Coal Bank Slough must be crossed by employees of Coos Bay Lumber Co. and Port Orford Cedar Co. who live in Marshfield and employees of International Cedar Corp. who live in Eastside. Several hundred persons employed by these concerns cross the bridge morning and evening. It can readily be seen that a bridge opening at certain hours could result in traffic congestion.

The Port Commission is appreciative of the fact that lower bridge approaches will benefit the City of Marshfield and is willing to allow changes that will benefit either the City or State provided such changes are not against the interests of navigation.

Yours very truly,

PORT OF COOS BAY

By
M. StE. Rutherford,
Mgr.

c.c. to Cy. of Mfd.

REFERRED TO
Paxson
By Asst. State Highway Engineer

I would like to talk to you about this

CBM

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

RECEIVED
JUL 19 1938
FOR FILING

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

[illegible]
[illegible]
Bridge

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
[illegible]
STATE HIGHWAY COMMISSION

July 18th, 1938

Mr. K. D. Lytle
Division Engineer
State Highway Dept.
Roseburg, Oregon

NOTED
[illegible] Highway Engineer

Dear Sir:

The abutments of the Coalbank Slough Bridge on the Bunker Hill Section should be at Stations 34+67.5 and 39+01.5. You may balance your haul and submit plans based upon this length of bridge.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

FORM 9-9-1 6M 2-37

COMMISSIONERS:
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

[illegible] Project Bridges

RECEIVED
JUN 2 - 1938
OREGON
STATE HIGHWAY COMMISSION

May 31, 1938

R. H. Baldock
State Highway Engineer
Salem, Ore.

NOTED
State Highway Engineer

Attention: G. S. Paxson

Dear Sir:

I have been requested to set grades for a building near Coalbank Slough and before doing so I would like to have assurance as to the elevation of the bridge.

In Mr. Paxson's letter of December 10th, he advises that he is pivoting the super-elevation of the bridge at a point ten feet left of center, whereas we originally figured on pivoting our grade twenty-two feet left, which point is at the inside of the travel lane.

If you could pivot your super-elevation twenty-two feet left, it would allow us to drop the grade 0.60 of a foot without changing the clearance. Will you please advise if you can make this change. If the change can be made, I would suggest that you draw in the new grade on a profile and send it to me so that there will be no doubt as to our final grade.

Our present plans call for 8" topping and 5 inches of pavement, making the bridge deck thirteen inches above profile grade.

Very truly yours,

KDLytle

K. D. LYTLE
Division Engineer

KDL:O

cc: Baldock
Coffey

FORM B-E-1 2M 12-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Const
Projects
Bridges

February 2, 1938

Mr. E. G. Smith
Construction Engineer
Office

Dear Sir:

We have received approval of the Coalbank Slough Bridge from the War Department based upon the clearances as shown on our application which are 13.24 feet above mean high water or 18.82 feet above mean low water.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP LK
cc K. D. Lytle
R. H. Baldock

CONTRACT# 2222

12-1203 Nye Junction-Long Creek
Pendleton-John Day Hwy. 1939

2222

Folder ✓

12-1203

RECEIVED
OCT 29 1940
FOR FILING

October 22nd, 1940

COST ANALYSIS-FINAL REPORT

Oregon-Washington Highway, Nye Junction-Long Creek Section
Contract 2222 Prefix 12-1203
F. R. Hewett, Contractor
L. R. Chandler, Resident Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
1¼"-3/4" Cr. Rock in S.P.	$770.26	773.74 cu. yd.	0.996	1.10	$851.11
3/4"-½" " " " "	10,026.36	10,071.6 " "	0.996	1.10	11,078.76
½"-¼" " " " "	8,622.63	8,661.54 " "	0.996	1.10	9,527.69
¼"-10 Mesh Cr. Rock in S.P.	4,665.94	4,686.98 " "	0.996	1.10	5,155.68
Hauling Crushed Rock	11,454.17	90,482.07 yd. mi.	0.13	0.11	9,953.03
Clearing & Grubbing	750.00	100%			500.00
Leveling S.P. Sites	450.00	100%			500.00
P.R.A. Maintenance Rock from Bunkers	208.11	209.05 cu. yd.	0.996	1.10	229.96
Screen Rejections	132.69	530.54 " "	0.25	0.25	132.64
	$37,080.16				$37,928.87

Gross Revenue	$37,928.87
Total Cost	37,080.16
Net Profit	$848.71

Net Profit Equals 2.2% of Gross Revenue

NOTED
Highway Engineer

Nye Junction-Long Creek Section

Detail of Cost

Labor:		
Supervision	$1,094.16	
Labor	11,356.59	
State Industrial Accident Insurance	998.45	
Social Security & Unemployment Insurance	622.54	
		$14,071.74
Equipment Rental, Supplies & Miscellaneous:		
Equipment Rental	$6,600.00	
Rented Equipment	841.05	
Hired Trucks (Does not include labor & gas)	3,848.95	
Gas, Oil and Grease	5,206.37	
Explosives	2,213.19	
Small Tools, Supplies & Misc.	2,710.00	
Overhead Expense	642.13	
Bond ½% of Gross Revenue	188.15	
Home Office 2% of " "	758.58	
		23,008.42
		$37,080.16

Nye Junction-Long Creek Section

Breakdown of Cost of Crushed Rock

	Cost	Quantity	Unit Cost
Move In & Set Up	$1,630.00	24,933.45 Cu. Yd.	$0.065
Drill, Shoot & Develop Quarry	4,753.50	" " "	0.191
Drag to Crusher	2,751.90	" " "	0.110
Crush	10,753.53	" " "	0.431
Supervision & Proratables	2,450.63	" " "	0.098
	$22,339.56	24,933.45 Cu. Yd.	$0.895

Sizes & Quantities of Crushed Rock

1¼"-3/4" Cr. Rock in S.P.	773.74 Cu. Yd.
3/4"-¼" " " " "	10,071.6 " "
½"-¼" " " " "	8,661.54 " "
¼"-10 Mesh Cr. Rock in S.P.	4,686.98 " "
Maintenance Rock from Bunkers	209.05 " "
Screen Rejections	530.54 " "
Total Crushed	24,933.45 Cu. Yd.

Nye Junction - Long Creek

REMARKS:

This contract consisted of the furnishing of approximately 24,000 cu. yds. of crushed rock in stockpiles. It was bid and awarded on September 28th, 1939; work was started October 30th, but due to winter weather crushing operations were not commenced until April 15th. The contract was completed July 6th, 1940.

Three setups were used on this contract. The first one was located at M.P. 10.92. The quarry contained very good rock, which drilled easily and only required about ½# of explosives per cu. yd. of crushed rock. For crushing the contractor brought in two crushers (15" Jaw and 3' Symons Cone), portable primary screen and a 16' x 3' secondary screen, 175 h.p. Cummins diesel for running plant and a 125 h.p. Caterpillar diesel engine for use with hoist and Bagley scraper. An average of about 40 cu. yds. per hour was maintained on the first setup.

The second setup was made at M.P. 28.4. A large amount of stripping was necessary in order to develop quarry. The rock drilled fair and required about 3/4# of explosives per cu. yd. of crushed material. An additional 1,200 cu. yds. were drilled and shot when back of original shot was condemned. The plant produced about 30 cu. yd. per hour when in operation.

The third and last setup was made at M.P. 54.6. The quarry contained abrasive rock which was tough to drill. About 3/4# of powder was required for shooting. About 30 cu. yds. per hour was produced on this set-up.

The moving and erection of plant on the three set-ups was done in a fast efficient manner. Due to good supervision and equipment a small profit was made, notwithstanding the fact that the bid was none too high and that the duration of the job was quite long. Hired trucks were used for the haul.

E. H. Clymer
Cost Analyst

By . . Henry Jullum

RECEIVED
SEP 10 1940
FOR FILING

12-1203

September 6, 1940

THE OHIO CASUALTY INSURANCE COMPANY
c/o Metzger-Parker Agency
Woodlark Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2222, for furnishing crushed rock on the Nye Junction-Long Creek Section of the Pendleton-John Day Highway, in Grant and Umatilla Counties, has been completed by the contractor, F. R. Hewett, and that final settlement will be made by the state with said contractor, for work done under said contract, on or after September 16, 1940.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $37,012.52, including final payment, and that no force account work was performed therein.

Very truly yours,

STATE HIGHWAY COMMISSION
By

NOTED
D. G. DeSart

Secretary

JM:MML

#38

Form E-1—5M—5-40

12-1203

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Aug.10,1940, 19

Section Nye Junction-Long Creek

Kind of work Rock Production

Highway Pendleton -xxxxxxJohn Day

Section prefix 12-1203

Contractor F.R.Hewett

Contract number 2222

Date of contract Sept.26,1939, 19

Date of completion June 30 ,1940, 19

Date work started Oct.30,1939, 19

Estimated date of completion July 6,1940, 19

Amount of contract $37630.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . $ 39532.20

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date, $ 2269.67, %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Finished and sent off semi-Final Estimate Friday

Dean W,Barnes arrived Monday To take Clifford E.Longs Place.

NOTED

AUG 12 1940

NOTED
VAN SCOY

Signed L. R. Chandler

Address Pendleton Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			66.61		
Miles partially completed					
Miles completed			66.61		
Total estimated quantities			24000		
Estimated quantities moved or placed to date			24193.86		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
AUG 13 1940
FOR FILING

12-12-42

August 13, 1940

Mr. F. R. Hewett
420 W. 22nd Avenue
Spokane, Washington

Dear Sir:

At the meeting of the State Highway Commission held July 18, 1940, the following action was taken on your request for extension of time:

"F. R. Hewett, Contract No. 2222, for the furnishing of crushed rock in stock piles for the Nye Junction-Long Creek Section of the Pendleton-John Day Highway, in Grant and Umatilla Counties, requested an extension of time of 7 days, from June 30 to July 7, 1940, within which to complete this project. He attributed his failure to complete the project within the specified time limit to prolonged wet weather which delayed the beginning of his operations until April 16. He also alleged that his work was retarded considerably by rainy weather subsequent to that time and by difficulties encountered in operating the quarry. The Engineer advised that the principal reason for the contractor's failure to complete the project within the specified time limit was the fact that the road over which it was necessary for him to transport his equipment was posted for reduced loads and even if it had been possible for him to deliver the equipment at the quarry site he could not have proceeded with the rock crushing work because the reduced load limit on the highway would have prohibited the hauling of the crushed materials to the stock piles. He further stated that the contractor lost 34 days' time due to this feature; also, that the delay has not increased the cost of the work to the state nor inconvenienced the traveling public. He recommended, in view of the circumstances, that the extension requested be granted without penalty. The Commission approved the recommendation unanimously."

Very truly yours,

STATE HIGHWAY COMMISSION
By

NOTED
D. G. DeSart

Secretary

MHL
cc - W. C. Williams

RECEIVED
OCT 27 1939
FOR FILING

12-4203

October 26, 1939

Mr. F. R. Hewett
420 W. 22nd Avenue
Spokane, Washington

Dear Sir:

We are sending you today by express a fully executed copy of each of the following contracts which were awarded to you on September 28, 1939, by the State Highway Commission:

Contract No. 2222 covering the furnishing of crushed rock in stock piles on the Nye Junction-Long Creek Section of the Pendleton-John Day Highway, in Grant and Umatilla Counties.

Contract No. 2229, covering the furnishing of crushed rock in stock piles on the Weston-Elgin Section of the Weston-Elgin Secondary Highway, in Umatilla and Union Counties.

These copies are for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

15-1703

C
O
P
Y

October 13, 1939

Metzger-Parker Agency
Woodlark Building
Portland, Oregon

Attention: A. Perrott

Gentlemen:

This acknowledges receipt of your letter of October 10, 1939, advising that you are transmitting, under separate cover, three copies each of two contracts awarded by the State Highway Commission on September 28, 1939, to F. R. Hewett, Spokane, Washington, and I note your request that two cpies of each of the contracts be forwarded, when executed, to the Washington General Agency, 401 Douglas Building, Seattle.

It is our practice to prepare and have executed only four copies of the contract. One of these is for the information of the contractor, the second is for the information of the surety, one copy is for the Oregon Secretary of State, and the fourth copy is for the Highway Commission's records and files. In view thereof it would not be possible for us to forward two copies of each of these contracts to the Washington General Agency as you requested, you already having retained the surety's copy of each.

It is noted that Mr. Drinker has signed both contracts as Attorney in Fact for the surety. The State Insurance Commissioner has approved his signature in one of the contracts, being No.2229 for the Weston-Elgin Secondary Highway improvement, but he has refused to approve the signature of the other, No. 2222, because, according to his records, Mr. Drinker's authority to sign is limited to $25,000 in undertakings of this nature. Accordingly, I am returning the three copies of this particular contract to you for the signature of an Attorney in Fact who has authority to execute a bond in the amount of the bond to be furnished in connection with this contract. Thanking you for your early attention to this matter, I remain

Very truly yours,

HBG:AM

Secretary

12-12[illegible]

October 2, 1939

Mr. F. R. Hewett
420 West 22d Avenue
Spokane, Washington

Dear Sir:

We are sending you today by express four copies each of Contracts. Nos. 2222 and 2229, which were awarded to you on September 28, 1939, by the State Highway Commission, covering the furnishing of crushed rock in stock piles on the Weston-Elgin Section of the Weston-Elgin Secondary Highway, in Umatilla and Union Counties, and the Nye Junction-Long Creek Section of the Pendleton-John Day Highway in Grant and Umatilla Counties.

Kindly execute all four copies of each of these contracts as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy of each contract will be returned to you for your records and files. We will also send executed copies to the surety on your bonds.

Your special attention is called to the paragraph under Section 5 (page 14) of the printed GENERAL PROVISIONS, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the mimeographed page immediately following page No. 17, in each contract, of the mimeographed SPECIAL PROVISIONS, and relating to the payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION
By

Secretary

MBL

12-1203

September 29, 1939

Mr. F. R. Hewett
420 West 22nd Avenue
Spokane, Washington

Dear Sir:

The State Highway Commission on September 28, 1939, awarded you the contract for furnishing 24,000 cu. yds. crushed rock in stock piles on the Nye Junction-Long Creek Rock Production Project, in Grant and Umatilla Counties, on which you were the second low bidder at $37,630.00.

This job was awarded to you inasmuch as the low bidder, A. S. Wallace, qualifed his bid by stating that he would accept only one project at this letting and it proved to the state's interest to award another job to him.

Very truly yours,

Secretary

HC:AM

cc - Mr. S. H. Probert
Mr. G. S. Paxson

CONTRACT# [redacted] 2223

FAS 41-A-1 Butte Falls Sec., Butte 1939
#2223 Falls Co. Rd.

RECEIVED
JUL 25 1941
FOR FILING

FAS 41-A-1

R

July 23, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

In accord with the request contained in your letter of July 19, 1941, we are enclosing herewith four copies of excerpts from the minutes of the meeting on November 12, 1940, of the State Highway Commission, concerning the reduction of engineering penalty charged to the contractor on the Butte Falls Section, Project No. FAS 41-A (1), Contract No. 2223.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

July 19, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the excerpt from the Highway Commission's minutes of August 22, 1940, submitted with the final voucher for Oregon Federal Aid Secondary project FAS 41-A (1), Butte Falls Section of the Butte Falls Road, your contract No. 2223.

1/2/26

It was determined on that date that the extension of time should be granted subject to the condition that the contractors be required to reimburse the State for engineering expense incurred subsequent to the specified completion date. However, our field auditor has directed attention to the fact that the actual amount deducted from the contractor's final estimate as engineering penalty was 50% of the engineering costs.

While the full deduction has been made from the participating cost shown on the PR-20 voucher, we should appreciate advice concerning the Commission's action reducing the penalty. Presumably a reconsideration similar to that of October 11, 1940, in connection with your contract No. 2180, the Deschutes oiling project, was given; and if so, we should have an excerpt from the later minutes to complete our record of the time extension.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

EXCERPT FROM MINUTES OF MEETING ON NOVEMBER 12, 1940

OF THE OREGON STATE HIGHWAY COMMISSION

The Engineer advised that contract No. 2287 was awarded to Norris Bros. on February 16, 1940, and the specified date of completion was July 31, 1940. However, the work was not completed until October 5, 1940, which resulted in the increase in engineering expense amounting to $842.85. Contract No. 2223, he said, was awarded on September 28, 1939, and the date of completion specified was June 30, 1940, although the work was not completed until July 17, 1940, resulting in extra engineering expense amounting to $380.13. In both instances, he said, the Commission granted extensions of time subject to payment by Norris Bros. of the extra expense incurred by the State for engineering supervision subsequent to the specified date of completion.

Mr. Rogers stated that Rogers Construction Company subcontracted certain work in connection with both of these jobs and the reason that they failed to complete the projects within the specified time limit was due to the fact that they encountered difficulties in connection with the Lick Creek-Salt Creek project which not only prevented their completing this job within the specified time limit but also made it impossible for them to move onto the other job and, as a result, they encountered bad weather. He urged the Commission to reconsider previous action and to relieve them from payment of at least a portion of the penalty. The Engineer explained the purpose of the setting of a definite time for the completion of a project and the reasons why the Commission feels it necessary to exact a penalty from the contractor for overrunning the specified time limit. He further stated that a study of the field engineer's reports on both of these jobs indicates that bad weather was not responsible for the contractor's failure to complete the projects on time but, on the other hand, the reports do show that the contractor had difficulty in operating one of the quarries. He expressed the thought that the penalties imposed may be somewhat excessive for jobs of this kind and recommended that they be reduced 50 per cent in each instance. Mr. Rogers expressed himself as satisfied with such compromise, whereupon the Commission approved the recommendation and so ordered.

R.H. Baldock

41-A-1

6

March 4th, 1941

FINAL COST ANALYSIS
Butte Falls Section
Butte Falls County Road in Jackson County

Contract 2223 Prefix 215-1007

Norris Bros., Contractors C. C. Gall, Resident Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Quarry Run Rock in Base	$785.18	471 cu. yd.	$1.667	$1.65	$777.15
4"-2" Rock in Base	12,730.87	5,190 " "	2.452	1.85	9,601.50
3/4"-0" Rock in Base	7,638.52	3,115 " "	2.452	1.75	5,451.25
Sprinkling	502.33	457 M-Gal.	1.099	1.25	571.25
Preparation of Base	620.46	3.0 Mi.	206.82	175.00	525.00
Mineral Aggregate in Place	3,472.80	1,081 cu. yd.	3.213	3.10	1,351.10
SC-6 Road Oil in Place	1,074.09	53.67 Tons	20.01	20.00	1,073.40
Emulsified Asphalt in Seal Coat	1,070.78	35.56 "	30.11	26.00	924.56
	$27,895.03				$22,275.21

Total Cost	$27,895.03
Gross Revenue	22,275.21
Net Loss	$5,619.82

Net Loss Equals 25.23% of Gross Revenue

NOTED
State Highway Engineer

Contract 2223

Details of Cost

Labor:

Supervision		$499.50	
Labor		8,568.29	
State Industrial Accident		589.41	
Unemployment Compensation		272.03	
Old Age Benefit		90.68	
			$10,019.91

Materials:

SC-6 Road Oil	53.67 T at $3.70	$198.58	
Frt. on SC-6	53.67 " " 7.00	375.69	
Emulsified Asphalt	35.56 " " 13.80	490.73	
Frt. on Emulsified Asphalt	35.56 " " 7.00	248.92	
			1,313.92

Miscellaneous:

Equipment Rental (Incl. Repairs)		$7,854.64	
Gas, Oil and Grease		4,307.00	
Explosives		1,938.31	
Move In & Set Up Expense		200.00	
Miscellaneous Expense		666.00	
Overhead Expense		235.00	
Home Office Expense		431.00	
Bond		222.75	
			15,854.70

Sub-contracted to Newport Construction Co.:

Quarry Run Rock in Base	471 cu. yd. at $1.50	$706.50	
			706.50
Total Cost			$27,895.03

Detail of Cost

Analysis of Crushing Costs

Base Rock

	Cost	Quantity	Unit Cost
Move In and Set Up	$1,644.68	8,305 cu. yds.	$0.1980
Drill and Shoot	3,640.80	" " "	0.4384
Load Quarry Material	2,083.98	" " "	0.2509
Haul Quarry to Plant	1,501.56	" " "	0.1808
Plant Operation	5,253.84	" " "	0.6326
Cost in Bunker	$14,124.86	8,305 cu. yds.	$1.7007

Mineral Aggregate

	Cost	Quantity	Unit Cost
Move In and Set Up	$213.71	1,081 cu. yds.	$0.1977
Drill and Shoot	473.10	" " "	0.4377
Load Quarry Material	323.29	" " "	0.2991
Haul Quarry to Plant	137.00	" " "	0.1267
Plant Operation	771.20	" " "	0.7134
Cost in Bunker	$1,918.30	1,081 cu. yds.	$1.7746

A small crew moved on the job April 1st and took 5 weeks to drill down holes and shoot the quarry. This site had not been previously worked. The rock broke big and blocky and required a great amount of secondary shooting. A 3/4-yard gas shovel and two quarry trucks moved the material to the plant which consisted of a 36" cone and a 10" gyratory crusher, a 4' x 10' Pioneer 4-deck screen, 170 feet of conveyor belts and was powered by an 80 h.p. and a 120 h.p. cat engine. While making base rock, 4" - 2" and 3/4" - 0", the plant operated 513-1/3 hours to produce 8,305 cu. yd. at an average rate of 16 cu. yd. per hour. 1,081 Cu. yd. of mineral aggregate were produced in 75 hours at an average rate of 14½ cu. yd. per hour. The plant was erected in 15 days, the first rock being produced on May 25, 1940.

REMARKS:

This was a "Federal Aid Secondary Project" and consisted of construction of 0.30 mile of quarry run rock subbase, construction of 3.0 mile of crushed rock base, application of 3.0 miles of oil mat surface treatment (Type 0-9 modified), and other incidental work. The contract was bid and awarded September 28th, 1939. A sub-contractor worked one day in 1939, October 11th, to place quarry run rock. No more work was done until a quarry crew moved in April 1st, 1940. The crushing was completed July 17th, 1940.

Mineral aggregate was placed in stockpile, then base rock was crushed and stockpiled until it was calculated that crushing the base rock and placing it on the road from both plant and stockpile could be finished at the same time. 4-Yard trucks hauled the material to the road where it was spread and compacted with a motor patrol blade and a 10-ton roller. A 1,000-gal. water truck was used for sprinkling.

After placing base material, the base was prepared for oiling. A 1,000-gal. distributor spread the SC-6 road oil and the emulsified asphalt, 89.23 tons being laid in 10 days.

While other items were accomplished near the bid prices, the rock items were done at a considerable loss due to old equipment and a very difficult quarry which required a large amount of secondary shooting.

E. H. Clymer
Cost Analyst

By . . M. G. Smith

a

RECEIVED
JAN 28 1941
FOR FILING

FAS 41-A-1

January 27, 1941

Bruce Bauer Lumber Co.
Medford, Oregon

Gentlemen:

This will acknowledge receipt of your letter of January 24 and advise that final payment, in the amount of $700.95, on Norris Brothers contract No. 2225, for surfacing and oiling the Butte Falls Section of the Butte Falls County Road, was mailed to them on January 15, 1941. Also, final payment in the amount of $1,215.62, on their contract No. 2287 for surfacing and oiling the Lick Creek-Salt Creek Section of the Little Butte Secondary Highway, was mailed January 17, 1941.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGD:RS

NOTED
D. G. DeSart

BRUCE BAUER LUMBER CO.
LUMBER • EXPLOSIVES • BUILDING MATERIAL
SOUTH PACIFIC HIGHWAY • MEDFORD, ORE.

January 24, 1941

RECEIVED
JAN 27 1941
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem,
Oregon

Gentlemen:

Please refer to your letter of December 9th wherein you advised us that the final on job No. 2223, the Butte Falls Section of the Butte Falls County Road would probably be made before January 1st; and that the final on the Lick Creek-Salt Creek Section of the Little Butte Secondary Highway would be made about the middle of this month.

Would you please advise us at this time whether or not finals have been paid on either one or both jobs? This information will be sincerely appreciated.

Thank you.

Yours very truly,

BRUCE BAUER LUMBER CO.

BH Bauer
B. H. Bauer

BHB/b

RECEIVED
DEC 12 1940
FOR FILING

FAS 41-A-1

December 11, 1940

United States Fidelity & Guaranty Company
M. K. Sprott, Agent
Bedell Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2223 for surfacing and oiling on the Butte Falls Section of the Butte Falls County Road in Jackson County, has been completed by the contractors, Norris Brothers, and that final settlement will be made by the state with said contractor, for work done under said contract, on or after December 21, 1940.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $22,085.15, including final payment, and that no force account work was performed therein.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

NOTED
D. G. DeSart

6 6 A

RECEIVED
DEC 10 1940
FOR FILING

FAS 41-A-1

December 9, 1940

Bruce Bauer Lumber Company
Medford, Oregon

Gentlemen:

This will acknowledge receipt of your letter of December 7 and advise that final payment has not yet been made on either one of Morris Brothers' contracts.

The final on No. 2223, for surfacing and oiling the Butte Falls Section of the Butte Falls County Road, will probably be made within the next two or three weeks. Final on contract No. 2287, for surfacing and oiling the Lick Creek-Salt Creek Section of the Little Butte Secondary Highway, will probably be made within the next four or five weeks.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGD:RS

BRUCE BAUER LUMBER CO.

LUMBER • EXPLOSIVES • BUILDING MATERIAL
SOUTH PACIFIC HIGHWAY • MEDFORD, ORE.

December 7, 1940

Oregon State Highway Commission
Salem,
Oregon

Gentlemen:

Please refer to the Butte Falls and Leitch Creek contracts which were let by yourselves to Norris Brothers, who subsequently sub-contracted part or all of the work to Rogers Construction Co. of Dayton, Washington.

We furnished considerable amounts of explosives on both of these operations and naterually are very much interested in the date of final payments if either or both have been made by yourselves. Would sincerely appreciate your advising us if final payments have been made and if not, about when you might expect such payments to be made.

Thank you very much.

Yours very truly,

BRUCE BAUER LUMBER CO.

B. H. Bauer

B. H. Bauer

BHB/b

a

RECEIVED
JAN 30 1941

FAS 41-A-1

November 1, 1940

Rogers Construction Co.
Dayton, Washington

Attention: Mr. Donald Rogers

Gentlemen:

I have been informed by Mr. Russell Olson of Norris Brothers that you desire to appear before the State Highway Commission at its next meeting relative to the penalties that have been imposed upon Norris Brothers for failure to complete the Butte Falls Project, Contract No. 22[illegible]3, and the Lick Creek-Salt Creek Project, Contract No. 2287, within the time limit specified on these contracts. The Highway Commission will be pleased to give you a hearing on this matter.

The next regular meeting of the Commission is scheduled to be held in Portland on Tuesday, November 12, 1940, and the meeting place, as usual, is in the auditorium on the third floor of the Public Service Building. I have scheduled your appearance before the Commission at 3:20 p. m. on that day which I trust is satisfactory.

Very truly yours,

HBG:AM

Secretary

cc - Mr. Russell Olson
c/o Norris Brothers
Burlington, Washington

D

Contract No. 2223, with Norris Brothers, for construction of three miles of surfacing and oiling, on the Butte Falls Section of the Butte Falls County Road in Jackson County, was awarded September 28, 1939; completed July 17, 1940. Specified date of completion was June 30, 1940, which date was extended to July 17, 1940, at the Commission meeting of August 22, 1940, with the stipulation that the contractor pay all engineering costs after the specified date of completion.

Form E-30—Revised—35M—9-39

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

C
O
P
Y

Roseburg, Oregon
July 30, 1940

Subject: 215-1007

To: H. G. Smith
Construction Engineer

Dear Sir:

Herewith request made by Norris Bros. for an extension of time on Contract 2223, Butte Falls Section, of the Butte Falls County Road, up to and including July 17, 1940, the date of completion.

This project was awarded September 28, 1939 and work started on October 9, 1939, when the quarry run base, called for by the specifications, was put on the road. This work was then stopped after three days and nothing more was done on the project until the drilling equipment was moved into the quarry on the first of April.

Our specifications, however, provided no work on the crushed rock base should be done before March 15, 1940. The crushing equipment was not moved on to the job until the 13th of May.

The main reason the project was not completed within the specified time was due to the fact that the contractor had more jobs than he could handle within the time.

I cannot see any valid reason why this job was not completed and as a result, I recommend an extension of time be granted subject to the payment of excess engineering costs by the contractor.

Very truly yours,

(Sgd.) K. D. LYTLE
Division Engineer

O.K. with
Eng. cost after
expiration date.

(Sgd) H.G. SMITH

Approved by Highway Commission
Date August 22, 1940
(Sgd) H. B. Glaisyer

KDL:G
Enc.

Contract No. 2223 Project Designation: FAS 41-A-1
Specified date of completion: 6-30-40
Previously extended to: None
This extension will make completion date: 7-17-40

C O P Y

Salem, Oregon, September 27, 1940

Norris Bros.
Burlington, Washington

To OREGON STATE HIGHWAY COMMISSION, Dr.

Engineering expense chargeable to the contractor, due to his failure to complete the Butte Falls Project within the time limit specified.

Salaries, July 1 - July 17, inclusive

C. C. Gall, Res. Engr.	1, 7, 8, 10, 11, 12, 16	7 days at $250.00 per mo.	$ 56.45
H. E. Gale, St. Insp.	1-17, inclusive	17 " " 150.00 " "	82.26
M. J. Myers, Mat'l Insp.	1-17, "	17 " " 100.00 " "	54.84
G. T. Strong, Mat'l Insp.	1-17, "	17 " " 100.00 " "	54.84
C. E. Thompson, Computor	3, 4, 10, 13, 15	5 " " 150.00 " "	24.19
Geo. E. Wood, St. Insp.	8 & 10-17, incl.	9 " " 150.00 " "	43.55
R. E. Larson, Mat'l Insp.	1-11, inclusive	11 " " 100.00 " "	35.48
H. L. Manning, Mat'l. Insp	1-4, "	4 " " 100.00 " "	12.90
B. L. Wood, Mat'l Insp.	1-4, "	4 " " 100.00 " "	12.90
			$377.41
State Industrial Accident Insurance at .90 less 20%			2.72
			$380.13

The above amount to be deducted from
the contractor's final payment on Contract
No. 2223, Prefix 215-1007

Credit 215-1007-900

ECEIVED
OCT 22 1940
FOR FILING

FAS 41-A-1

October 21, 1940

UNITED STATES FIDELITY & GUARANTY COMPANY
M. K. Sprott, Local Agent
Bedell Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2223, for surfacing and oiling the Butte Falls County Road (Butte Falls Section), in Jackson County, has been completed by the contractors, Norris Bros., and that final settlement will be made by the state with said contractors, for work done under said contract, on or after October 31, 1940.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demand, incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractors in connection with this contract will be $21,895.08, and that no force account work was performed therein.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

DGD:MEL

NOTED
D. G. DeSart

RECEIVED
SEP 25 1940
FOR FILING
FAS 41-A-1

F

September 25, 1940

U. S. FIDELITY & GUARANTY COMPANY
M. K. Sprott, Local Agent
Bedell Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Norris Brothers on Contract No. 2223 - Butte Falls Section of the Butte Falls County Road, in Jackson County. This payment will be made on or after October 5, 1940.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

DGD:MRL

NOTED
D. G. DeSart

RECEIVED
SEP 26 1940
FOR FILING

FAS 11-11-1

September 25, 1940

NORRIS BROTHERS
702 Hoge Building
Seattle, Washington

Gentlemen:

At the meeting of the State Highway Commission held on August 22, 1940, the following action was taken on your request for extension of time:

"Norris Bros., Contract No. 2223, for surfacing and oiling the Butte Falls Section of the Butte Falls County Road, in Jackson County, requested an extension of time of 17 days, from June 30 to July 17, 1940, within which to complete this job. They attributed their failure to complete the job within the specified time limit to adverse weather conditions during the months of April and May. The Engineer advised that the principal reason that the contractors did not complete the project within the specified time limit was the fact that they had more contracts under way than they could handle expeditiously, and, in his estimation, no valid reason can be given why the work should not have been completed within the specified time. He recommended, in view thereof, that the extension of time requested be granted subject to the condition that the contractors be required to reimburse the state for engineering expense incurred subsequent to the specified completion date. A letter was presented from the Public Roads Administration concurring therein The Commission approved the recommendation unanimously."

Very truly yours,

STATE HIGHWAY COMMISSION
By

NOTED
D. G. DeSart

Secretary

MEL
cc - K. B. Lytle

RECEIVED
SEP 23 1940
FOR FILING

FAS 41-A-1

September 21, 1940

Union Oil Company
of California
Yeon Building
Portland, Oregon

Gentlemen: Attention D. G. von der Hellen

Contract No. 2223, with Norris Brothers, for surfacing and oiling on the Butte Falls Section of the Butte Falls County Road, in Jackson County, was completed July 17, 1940, and was accepted by the Commission on August 22, 1940.

Final payment has not as yet been made.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

By:

Secretary

DGD:RS

NOTED
D. G. DeSart.

Union Oil Company of California

YEON BUILDING

PORTLAND, OREGON

VED
7 - 1940
MISSION

September 6, 1940

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

NORRIS BROTHERS
Oregon State Highway Contract
#2223

The date set for completion of this contract is June 30, 1940, and we made our last delivery in May.

Will you please tell us if the contract has been officially accepted and also whether Norris Brothers have been paid their final estimate? A self-addressed envelope which requires no postage is enclosed.

Thanks very much.

Yours very truly

D. E. NICHOLS
District Credit Supervisor

DvH:EAC

By: D. G. von der Hellen

REFERRED TO [illegible]
BY SECRETARY

NOTED
D. G. DeSart

FORM 401 P 4-40 2M

RECEIVED
SEP 2? 1940

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

SEP 10 1940
STATE HIGHWAY COMMISSION

FAS 41-A-1

Stencil No. 8.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

September 7, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon Federal Aid Secondary Project No. FAS 41-A (1), Butte Falls Section of the Butte Falls Road, was made by a representative of this office on August 23, 1940. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Canfield
L. J. Canfield
Sr. Highway Engineer

Jon

Address

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

Form E-1—8M—5-40

FAS 41-A-1

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Aug. 24, 1940, 19

Section Butte Falls

Kind of work Surface & Oil

Highway Butte Falls County Road

Section prefix 215 - 1007

Contractor Norris Bros.

Contract number 2223

Date of contract Sept. 28, 1939, 19

Date of completion June 30, 1940, 19

Date work started Oct. 9, 1939, 19

Estimated date of completion July 17, 1940, 19

Amount of contract $21, 986.50

Per cent of time elapsed 100 + %

Estimated cost of completed project, exclusive of engineering $21,986.50

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $1150.00, 5.2 %

Date project was completed July 17, 1940, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

No work of any kind on this project this week.

Still waiting for word from the contractor as to an accurate accounting of the disposition of excess oil ordered for the project that we might complete the semi-final estimate.

NOTED
RAY WEBBER

Signed C.C.Gall Res. Eng.

Address Grants Pass, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		3.0		3.0	
Miles partially completed		3.0		3.0	
Miles completed		3.0		3.0	
Total estimated quantities		9,000		700	
Estimated quantities moved or placed to date		8,700		I08I	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

STATE PRINTING DEPT.

[illegible] - 5285

Stat

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AUG 13 1940
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

FAS 41-A-1

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon FAS 41-A (1)
Butte Falls Section,
Butte Falls County Road

June 10, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Jron

[illegible] 5285

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AUG 13 1940
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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

FAS 41-A-1

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon FAS 41-A (1)
Butte Falls Section,
Butte Falls County Road

June 10, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Iron

Dayp- 5285

Form P. R. 2

State Oregon

Federal Aid Secondary Project No. FAS 41-A(1)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of May, 1940

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly Section 7 of the Act approved June 16, 1936, 49 Stat. 1521 (Public No. 686, 74th Congress):

Whereas the Highway Department of said State submitted on the 12th day of April, 1939, a project statement, which was approved on the 19th day of September, 1939, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section A(1) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 12th day of September 1939; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of Fourteen thousand, five hundred twenty and 00/100 dollars ($14,520.00) as the share of the United States payable under said act on account of Section A(1) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11370

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State from Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939 (Include date and citation of act of legislature by which authorized)

(b) From other sources .... (State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 329+82 in the SW 1/4, Sec. 32, T. 34 S., R. 2 E., W.M., and survey station 487+82 on Broad Street, at the east line of Oak Avenue, in Butte Falls

............, length 3.000 miles, in Jackson County, being Section A(1) of Oregon Federal Aid Secondary project No. FAS 41, consisting of 3.00 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span.

~~[illegible]~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A(1) of said project shall not in any event exceed the sum of Fourteen thousand, five hundred twenty and 00/100 dollars ($14,520.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of Twenty-four thousand, one hundred eighty-five and 15/100 dollars ($24,185.15), the approved total estimated cost of Section A(1) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 175, laws 1917;
(Include reference to statute authorizing
Chap. 31, laws 1920; Chap. 529, laws 1939.
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of MAY 22 1940, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
______
(Title of officer)

By ______
______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By ______
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11879

Form PR. 8—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Secondary Project No. FAS 41-A(1) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $24,185.15 as the total estimated cost of said project, and the sum of $14,520.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of MAY 22 1940

one thousand nine hundred and ....

Federal Works Administrator,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10189

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

FAS 41-A-1

(Stencil #28)

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE NO. Oregon FAS 41-A (1)
Butte Falls Section
Butte Falls Road

April 9, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

FAS 41-B-1

March 11, 1940

Hon. A. E. Edmondson, Mayor
Butte Falls, Oregon

Dear Sir:

We are in receipt of a letter from Mr. Paul B. Rynning, County Engineer at Medford, requesting that certain information, relative to the construction of a section of the Butte Falls Road west of Butte Falls, be sent you.

Mr. Rynning asks five questions which we are answering, as follows:

1. A contract has been signed with Norris Brothers dated September 28, 1939.
2. Type of work consists of surfacing and oiling.
3. Appropriation for this construction has been made and the funds are available.
4. The time limit for the completion of this construction is June 30, 1940.
5. There is no intention on the part of the Government or the State Highway Department to change the allotment of funds.

We regret that this section of road has been in bad condition during the winter months, and wish to assure you that such a condition would not have existed had we known that there would be a delay in governmental approval of this project.

The Jackson County Court completed their part of the project under their agreement with the State Highway Commission, but the project did not receive approval of the Public Roads Administration until late in the fall, which made it impossible for the contractor to perform the work during the winter months.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Paul B. Rynning
County Engineer
Medford, Oregon

. RYNNING
NEER AND SURVEYOR
REG. CERT. NO. 798
MEMBER A. A. E.

C. Z. BOYDEN
DEPUTY SURVEYOR
MEMBER A. A. E.

RECEIVED
MAR 9 -

OFFICE OF ENGINEER
JACKSON COUNTY
MEDFORD, OREGON

March 6, 1940

REFERRED TO
RHB
By Asst. State Highway Engineer

NOTED
State Highway Engineer

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The County Court and myself wish to express our appreciation to you for sending Mr. Cutler to explain to the citizens of Butte Falls the status of the contract covering the surfacing and oiling of the Butte Falls Market Road.

I was out of the city when Mr. Cutler arrived, but Mr. Perry, County Commissioner, accompanied him to Butte Falls to interview the Mayor, Council, and other citizens. Mr. Perry states that Mr. Cutler was very frank with the citizens and was sure that he convinced the Mayor and others that the work will proceed with the contract per original agreement. By having the assurance coming direct from you through Mr. Cutler I believe the citizens will have patience and await the contractor's arrival to complete his work.

Very truly yours,

Paul B. Rynning
Paul B. Rynning
County Engineer

PBR:B

B. RYNNING
GINEER AND SURVEYOR
REG. CERT. NO 796
MEMBER A. A. S.

C. Z. BOYDEN
DEPUTY SURVEYOR
MEMBER A. A. S.

MAR 1 - 1
STATE HIG

OFFICE OF ENGINEER
JACKSON COUNTY
MEDFORD, OREGON

REFERRED TO R.H.B.
By Asst State Highway Engineer

March 2, 1940

~~REFERRED TO Cutler~~
~~By State Highway Engineer~~
~~Please [illegible] rights~~

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Jackson County has been unable to maintain satisfactorily that portion of the Butte Falls Road under contract to Norris Brothers for surfacing and oiling. Your department and Jackson County have been criticised considerably, and I have been unable to convince the citizens of Butte Falls that your department has made a definite contract to construct the road as originally contemplated last year.

There are a number of rumors stating that the moneys for this construction have not been appropriated; others state that the allocation has been transferred to other roads; some state that no bona fide contract has been made with Norris Brothers, etc. In order that the citizens of Butte Falls may receive first hand information regarding the proposed construction during 1940, I would be pleased to have you write a letter to Mr. A. E. Edmondson, Mayor, Butte Falls, Oregon giving him the following data:--

Sept 28, 1939

#4223

yes (1) Has a contract been signed with Norris Brothers?
(2) What does the contract contain as to type of work to be done? surfacing & oiling
(3) Has the appropriation been made for this construction? yes
(4) Time limit for completion of the construction June 30 1940
(5) Does your department or the government have any intention to change the allocation? NO

The county has also been blamed for the delay in awarding the contract last year. It may be well if you would inform Mr. Edmondson as to why the contract was not awarded sooner.

I would be pleased to have a copy of the letter you send to Mr. Edmondson. Thank you for any information you may supply the citizens of Butte Falls.

Very truly yours,

Paul B. Ry

Paul B. Rynning
County Engineer

PBR:B

cc. Mr. A. E. Edmondson
Mayor
Butte Falls, Oregon

RECEIVED
JUL 22 1940
FOR FILING

FAS 41-A-1

February 3, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Butte Falls Section, Project No. FAS 41-A (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. FAS 41-A (1)

BUTTE FALLS SECTION OF THE
BUTTE FALLS ROAD IN JACKSON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 29, 1939

Outside City of Butte Falls (Sta. 329+22 to 457+25)

4,200	cu. yds.	4" - 2" Rock in Base	$ 1.85	$ 7,770.00
2,180	cu. yds.	3/4" - 0" Rock in Base	1.75	3,815.00
320	M-gal.	Sprinkling	1.25	400.00
2.42	miles	Preparation of Base	175.00	423.50
930	cu. yds.	Mineral Aggregate in Place	3.10	2,883.00
52	tons	SC-6 Road Oil in Place	20.00	1,040.00
27	tons	Emulsified Asphalt in Seal Coat	26.00	702.00
			Subtotal	$ 17,033.50
			10% Engr. & Cont.	1,703.35
			Total	$ 18,736.85

Length	2.425 miles
Cost per mile	$ 7,726.53

Inside City of Butte Falls (Sta. 457+25 to 487+62)

500	cu. yds.	Quarry-run Rock in Subbase	$ 1.65	$ 825.00
1,000	cu. yds.	4" - 2" Rock in Base	1.85	1,850.00
520	cu. yds.	3/4" - 0" Rock in Base	1.75	910.00
130	M-gal.	Sprinkling	1.25	162.50
0.58	mile	Preparation of Base	175.00	101.50
220	cu. yds.	Mineral Aggregate in Place	3.10	682.00
12	tons	SC-6 Road Oil in Place	20.00	240.00
7	tons	Emulsified Asphalt in Seal Coat	26.00	182.00
			Subtotal	$ 4,953.00
			10% Engr. & Cont.	495.30
			Total	$ 5,448.30

Length	0.575 mile
Cost per mile	$ 9,475.30

SUMMARY OF FUNDS [illegible]

Item	Total Cost	FAS Funds	State Funds
Outside City	$ 18,736.85	$ 11,249.00	$ 7,487.85
Inside City	5,448.30	3,271.00	2,177.30
	$ 24,185.15	$ 14,520.00	$ 9,665.15

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 929, Laws 1939

Funds for Maintenance: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 929, Laws 1939

RECEIVED
FEB 5 1940
FOR FILING

FAS 41-A-1

Salem, Oregon
February 2, 1940

Reflectorized Grade
Crossing Signs
FAS 41-A (1), Cont. #2223

Mr. K. D. Lytle
Division Highway Engineer
Roseburg, Oregon

Dear Sir:

We are enclosing herewith four copies of a petition relative to grade crossing signs on the Buttle Falls County Road in Butte Falls. It is requested that you contact or communicate with the owners of the Medford Corporation Railroad and secure their signatures upon these forms.

Two copies of the executed form, the original and one duplicate, should be returned to the Salem office as soon as possible. The third copy of the form is for the railroad company and the fourth copy is for your files.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by C. A. Bonnett/GS

Encl.

cc Mr. H. G. Smith
Mr. J. W. DeSouza

FORM 9-A-1 6M 4-39

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
HURON W. CLOUGH, CANYONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

C. B. McCULLOUGH
ASSISTANT HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.

FAS 41-A-1

November 21, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Attention: Mr. T. M. Davis

Dear Sir:

I am enclosing herewith three copies of maintenance agreement executed by the State Highway Commission and the County Court of Jackson County for Project FAS 41-A (1), this project being located on the Butte Falls County Road, from Butte Falls west, the total length of the project being three miles.

Also enclosed are three copies of the resolution relative to encroachments and traffic, adopted by Jackson County, and three copies of a resolution adopted by the city authorities of Butte Falls, relative to encroachments and traffic. In addition, we enclose three copies of special agreement executed by the State Highway Commission and the County Court of Jackson County relative to the work which is to be performed by Jackson County in connection with this project.

I have been informed by Jackson County officials that the section of this road which is within the city limits of Butte Falls will be maintained by Jackson County.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Asst. Office Engineer

Tom

OC:MK

Encl.

RECEIVED
OCT 30 1939
FO

7a8 41-a-1

Salem, Oregon
October 27, 1939

Butte Falls Federal Secondary
Project (County Road).

Mr. W. O. Widdows
Asst. Maintenance Engineer
Salem, Oregon

Dear Sir:

To comply with federal requirements, it will be necessary to install reflectorized advance warning signs and reflectorized cross-buck signs at the grade crossing of the Butte Falls County Road near the west limits of the town of Butte Falls.

The signs should be in place by about June 30th.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc J. M. Bishop
K. D. Lytle
W. M. Lynch

RECEIVED
SEP 15 193

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

September 13, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Secondary Project No. FAS 41-A (1), the Butte Falls Section of the Butte Falls Highway, have today been recommended for approval, subject to final approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

Concurrence in award of contract will be withheld pending approval of this project as a part of the 1939 Federal Aid Secondary Highway program and the approval of the project statement.

Approval is also subject to agreement by the State to install reflectorized crossbuck and advance warning signs at the railroad grade crossing on this project, such installation to be concurrently with the construction of the project.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

September 13, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Secondary Project No. FAS 41-A (1), the Butte Falls Section of the Butte Falls Highway, have today been recommended for approval, subject to final approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

Concurrence in award of contract will be withheld pending approval of this project as a part of the 1939 Federal Aid Secondary Highway program and the approval of the project statement.

Approval is also subject to agreement by the State to install reflectorized crossbuck and advance warning signs at the railroad grade crossing on this project, such installation to be concurrently with the construction of the project.

Very truly yours,

W. H. LYNCH
District Engineer

RECEIVED
OCT 27 1939
FOR FILING

348 41-4-1

October 26, 1939

U. S. FIDELITY & GUARANTY COMPANY
McCallister & Campbell, General Agents
300 Central Building
Seattle, Washington

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2223 which was awarded to Norris Bros. on September 28, 1939, by the State Highway Commission, covering the surfacing and oiling of the Butte Falls Section of the Butte Falls County Road, in Jackson County.

This copy is for your records and files as surety for the contractors on this job.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

RECEIVED
OCT 27 1939
FOR FILING

762 41-5-1

October 26, 1939

NORRIS BROTHERS
Burlington, Washington

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2223 which was awarded to you by the State Highway Commission on September 28, 1939, covering the surfacing and oiling of the Butte Falls Section of the Butte Falls County Road, in Jackson County.

This copy is for your records and files.

Very truly yours,

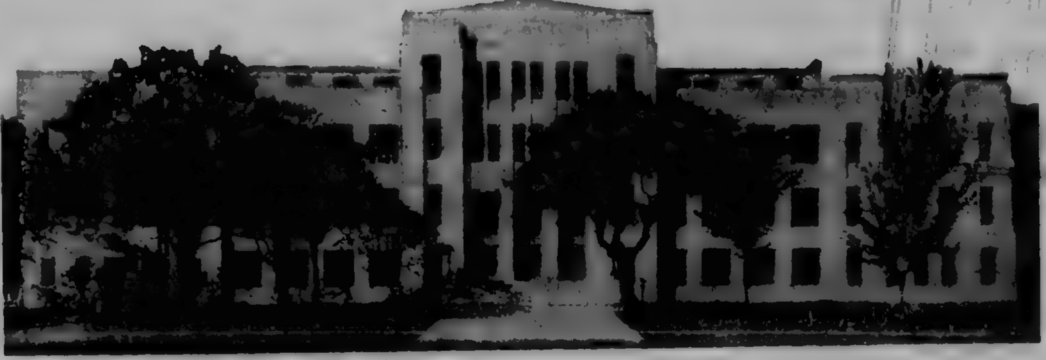
STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

PAUL B. RYNNING
ENGINEER AND SURVEYOR
REG. CERT. NO. 799
MEMBER A. A. E.

C. Z. BOYDEN
DEPUTY SURVEYOR
MEMBER A. A. E.



OFFICE OF ENGINEER
JACKSON COUNTY
MEDFORD, OREGON

October 20, 1939

REFERRED TO
RHB
State Highway Engineer

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The County Court has requested me to write you regarding the contract for the surfacing and oiling of the Butte Falls road with Federal secondary highway funds.

It was our impression that the contract would be let at the time specified, with the understanding that the contractor was to place some rock on two fills to make those particular places passable until such time as the contractor would have opportunity and time to set up his crusher. It appears now that the contractor placed some large boulders on the two places designated, and has made the statement that he does not plan to return until next Spring.

The rock that he placed upon the road is of such size that it makes it very dangerous to the travelling public. Cars travelling at the rate of thirty to fifty miles an hour suddenly striking a rough place of road over which traffic must slow down to five miles an hour, may be involved in a serious accident. I do not think the travelling public would have objected to such a short stretch of road for a few weeks providing warning signs were placed in such locations as to advise the public of the condition of the road, but to leave such a piece of road for five or six months is unthinkable. If your department cannot rectify the matter the County will be required to spend its funds to make it safe for the public.

The citizens of Butte Falls, and other residents of the district including approximately two hundred loggers working above the city, are all very much up in arms. Naturally we have been the first line of attack. In order to protect ourselves it has become necessary for us to pass the buck to the Oregon State Highway Commission, and I must frankly state that your department is being severely criticized, and justly so.

The County Court has endeavored to explain to the people what has actually transpired from the time the road was first designated as one upon which to spend federal funds until our last meeting with your commission when we were assured that something would be done. Neither the Oregon State Highway Commission nor the Jackson County Court can stand the criticism and abuse we are receiving from the public in that section of our county. There are also a great many cars travelling to Lake of the Woods from Medford, and the citizens of Medford are just about as angry as those of Butte Falls.

I would be pleased to have you advise me as early as possible whether you can rectify this condition. An early reply will be appreciated because if your department is unable to help the situation our county must do something immediately.

Yours truly,

Paul B. Rynning

Paul B. Rynning
County Engineer

pbr s

cc-A.E.Edmondson,Mayor
Butte Falls, Oregon

7aj 41-9-1

October 2, 1939

MORRIS BROTHERS
Burlington, Washington

Gentlemen:

We are sending you today by express four copies of Contract No. 2223, which was awarded to you on September 28, 1939, by the State Highway Commission, covering the surfacing and oiling of the Butte Falls Section of the Butte Falls County Road, in Jackson County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 5 of the printed GENERAL PROVISIONS, relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the mimeographed page immediately preceding the colored pages, relating to the payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION
By

Secretary

MBL

7a8 41a-1

September 29, 1939

Norris Brothers

Burlington, Washington

Gentlemen:

The State Highway Commission on September 28, 1939, awarded you the contract for 3.0 miles surfacing and oiling on the Butte Falls Section of the Butte Falls County Road, in Jackson County. This award was based on your low bid of $21,986.50 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

AM

Secretary

cc - Mr. S. H. Probert
Mr. G. S. Paxson

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

RECEIVED
OCT 2 - 1939

September 28, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Secondary Project No. FAS 41-A (1), the Butte Falls Section of the Butte Falls County Road, to Norris Bros., Burlington, Washington, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By T. M. Davis
T. M. Davis
Sr. Highway Engineer

Salem, Oregon
September 12, 1939

Mr. W. M. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of revised estimate and five copies of right of way statement for the Butte Falls Section, Project No. FAS 41-A (1).

Five bid proposals and five copies of revised summary sheet are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. FAS 41-A (1)

BUTTE FALLS SECTION OF THE
BUTTE FALLS ROAD IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 12, 1939

Outside City of Butte Falls (Sta. 329+22 to 457+25)

4,200	cu. yds.	4" - 2" Rock in Base	$ 1.50	$ 6,300.00
2,180	cu. yds.	3/4" - 0" Rock in Base	1.60	3,488.00
320	M-gal.	Sprinkling	1.50	480.00
2.42	miles	Preparation of Base	100.00	242.00
930	cu. yds.	Mineral Aggregate in Place	3.00	2,790.00
52	tons	SC-6 Road Oil in Place	22.00	1,144.00
27	tons	Emulsified Asphalt in Seal Coat	22.00	594.00
			Subtotal	$ 15,038.00
			10% Engr. & Cont.	1,503.80
			Total	$ 16,541.80
		Length	2.425 miles	
		Cost per mile	$ 6,821.36	

Inside City of Butte Falls (Sta. 457+25 to 487+62)

500	cu. yds.	Quarry-run Rock in Subbase	$ 1.20	$ 600.00
1,000	cu. yds.	4" - 2" Rock in Base	1.50	1,500.00
520	cu. yds.	3/4" - 0" Rock in Base	1.60	832.00
130	M-gal.	Sprinkling	1.50	195.00
0.58	mile	Preparation of Base	100.00	58.00
220	cu. yds.	Mineral Aggregate in Place	3.00	660.00
12	tons	SC-6 Road Oil in Place	22.00	264.00
7	tons	Emulsified Asphalt in Seal Coat	22.00	154.00
			Subtotal	$ 4,263.00
			10% Engr. & Cont.	426.30
			Total	$ 4,689.30
		Length	0.575 mile	
		Cost per mile	$ 8,155.30	

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	FAS Funds	State Funds
Outside City	$ 16,541.80	$ 6,233.00	$ 10,308.80
Inside City	4,689.30	1,767.00	2,922.30
	$ 21,231.10	$ 8,000.00	$ 13,231.10

BUTTE FALLS SECTION

PROJECT NO. FAS 41-A(1)

All necessary right of way has been acquired on this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

September 12, 1939

FAS 41-A-1

September 5, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Among the federal secondary highway projects that have been held up pending completion of the secondary highway traffic analysis, but which will undoubtedly be approved ultimately, is the surfacing and oiling project on the Butte Falls county road in Jackson County, which project has been tentatively designated FAS 41-A (1).

This project was first proposed in the early spring of the current year, and there was not at that time, or until a few weeks ago, any reason to believe that approval of the project would not be forthcoming in time to make performance of at least the surfacing work possible during the 1939 construction season. Now, however, the construction season is approaching an end, and, unless approval of the project can be had within a few days, the placing of the surfacing materials in time to serve traffic during the coming winter will be impossible.

A situation of this kind would not ordinarily be serious, but, in this instance, the County has, in anticipation of the new surfacing, completely regraded the road, and, in so doing, has removed or covered up much of the original surfacing on the road. Unless a surfacing can be placed this fall, the road will be impassable throughout the winter and early spring.

The situation is, in our opinion, serious, and one which may justly bring criticism to both our Department and your own, unless action is taken immediately to clear the project for contracting. We are holding a contract letting on September 28th, and, if the approval of your Department can be forthcoming by September 13th, we can include the project in that letting.

Our request for the inclusion of the project in the Secondary Program was submitted on May 5th. The project statement was submitted on April 15th. The traffic analysis, which has required approximately three months for preparation, was submitted on August 28th.

If the time remaining before September 13th is not sufficient to permit the handling of this request for approval in the usual manner, we ask that special effort to expedite action be taken. We ask, also, that if the time required for a complete study of the traffic analysis will prevent approval within the available time, the traffic analysis requirement be waived for this one project and that approval or disapproval be based upon the considerations which were used as a basis for approval or disapproval of projects prior to last May.

We urge you to do everything possible to assure approval of the project by September 13th.

Very truly yours,

R. M. Baldock
State Highway Engineer

June 30, 1939

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate to accompany plans and specifications for the Butte Falls Section, Project No. FAS 41-A (1).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

We are, likewise, enclosing one copy of the laboratory report of rock taken from the quarry at Station 275 from which the surfacing materials and mineral aggregate for this project are to be secured.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. FAS 41-A (1)

BUTTE FALLS SECTION OF THE
BUTTE FALLS ROAD IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.

Salem, Oregon, June 30, 1939

Outside City of Butte Falls (Sta. 329+22 to 457+25)

4,200	cu. yds.	4" - 2" Rock in Base	$ 1.50	$ 6,300.00
2,180	cu. yds.	3/4" - 0" Rock in Base	1.60	3,488.00
320	M-gal.	Sprinkling	1.50	480.00
2.42	miles	Preparation of Base	100.00	242.00
930	cu. yds.	Mineral Aggregate in Place	3.00	2,790.00
52	tons	SC-6 Road Oil in Place	22.00	1,144.00
27	tons	Emulsified Asphalt in Seal Coat	22.00	594.00
			Subtotal	$ 15,038.00
			10% Engr. & Cont.	1,503.80
			Total	$ 16,541.80

Length 2.425 miles
Cost per mile $ 6,821.36

Inside City of Butte Falls (Sta. 457+25 to 487+62)

1,500	cu. yds.	4" - 2" Rock in Base	$ 1.50	$ 2,250.00
820	cu. yds.	3/4" - 0" Rock in Base	1.60	1,312.00
130	M-gal.	Sprinkling	1.50	195.00
0.58	mile	Preparation of Base	100.00	58.00
220	cu. yds.	Mineral Aggregate in Place	3.00	660.00
12	tons	SC-6 Road Oil in Place	22.00	264.00
7	tons	Emulsified Asphalt in Seal Coat	22.00	154.00
			Subtotal	$ 4,893.00
			10% Engr. & Cont.	489.30
			Total	$ 5,382.30

Length 0.575 mile
Cost per mile $ 9,360.52

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	FAS Funds	State Funds
Outside City	$ 16,541.80	$ 6,036.02	$ 10,505.78
Inside City	5,382.30	1,963.98	3,418.32
	$ 21,924.10	$ 8,000.00	$ 13,924.10

[illegible]

[illegible]

[illegible]

[illegible]

BUTTE FALLS SECTION

PROJECT NO. FAS 41-A (1)

While negotiation for right of way is in progress, one parcel has not been acquired, nor has the right to occupy and use this parcel been secured. It is now believed, however, that the right of way can be made fully available within 20 days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

June 30, 1939

5-33-3 C

FAS 287

RESOLUTION

6-21-49

WHEREAS, a County Road in Jackson County, State of Oregon, known as the Butte Falls County Road, is routed through the County of Jackson, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and Jackson County, the section adopted for improvement being more particularly described as follows; to wit:

Beginning at a point approximately 3.0 miles west of the town of Butte Falls at Engineer's Station 329+22 and extending easterly to Engineer's Station 487+62 in the town of Butte Falls

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said county road,

And, WHEREAS, The Bureau of Public Roads of the Department of Agriculture of the United States will not participate in the construction of said county road until and unless the said County of Jackson will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road; and will so regulate parking of vehicles on said county road that the free, convenient and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the County Court of Jackson County, Oregon, that no encroachments will be permitted on the county road, known as the Butte Falls County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets or avenues.

It being understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Jackson County, Oregon, this 21st day of June, 1939.

By ______________________
County Judge

Attest:

G H Carter
County Clerk

By Ralph Billings
County Commissioner

By Wm Perry
County Commissioner

- - - - - - - - - - - - -

I hereby certify the foregoing to be a true copy of the original resolution passed by the County Court of Jackson County, Oregon, on the 21 day of June, 1939, at the regular or special meeting of said County Court.

Dated this 21 day of June, 1939.

G H Carter
County Clerk

FORM 3-A-1 7M 11-38

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE REFER TO FILE NO.

RECEIVED
APR 7 - 1939
STATE HIGHWAY COMMISSION

Const
[illegible]

April 6, 1939

R. H. Baldock
State Highway Engineer
Salem, Ore.

NOTED
Asst State Highway Engineer

Attention: H. G. Smith

Dear Sir:

Enclosed is profile prepared by Mr. Gall covering the section of the Butte Falls County Road between Station 235 and 280. Typical cross-sections for this section are shown on the profile.

A description of the quarry site to be used in connection with this project will be forwarded within two or three days.

Very truly yours,

K. D. LYTLE
Division Engineer

By:

R. B. Sipprell
Office Engineer

RBS:G
enc
cc: Baldock

FORM S-A-1 2M 11-38

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
APR 5 - 1939

April 4,1939

Const. Contracts Co. Road - Butte Falls

NOTED
Asst. State Highway Engineer

R. H. Baldock
State Highway Engineer
Salem, Ore.

Attention: H. G. Smith

Dear Sir:

I am sending, herewith, special provisions covering the surfacing of the McNeil Creek-Butte Falls Section of the Butte Falls Market Road. These special provisions cover only the surfacing of this highway.

Mr. Rynning, County Engineer, has promised that he would do all the required grading work, which will consist of the grading of the section from Station 235 to 276, with a 26' roadway, 1 1/2:1 fill slope, and from Station 276 to 487+62 the roadway will be graded 24' with a 3:1 slope. These widths are the minimum width required by the B. P. R. on County work.

I will see Mr. Rynning today and find out if he wishes to include any maintenance materials or materials for use in the oiling. The oiling work is also to be done by the County.

I will, also, arrange with the County, to secure the rock quarry and if necessary, a stockpile site.

In this plan, I have specified the contractor will use the upper quarry. You will remember that this is the one on the south side of the road. Our tests indicated this rock was rather soft, and you will remember you were to discuss the matter with Mr. Finkbiner. The Laboratory Report on this quarry was number 118504.

In connection with this, I also wish to call your attention to the fact that part of this job is within the city limits of Butte Falls.

Very truly yours,

K. D. LYTLE
Division Engineer

KDL:C

cc: Baldock ✓

RECEIVED

C
O
P
Y

March 30, 1939

R. H. Baldock
State Highway Engineer
Salem, Ore.

Attention: H. C. Smith

Dear Sir:

Reference is made to Mr. Webber's letter of March 28th relative to the right of way on the Provolt-Williams Section in Josephine County and the Butte Falls Section in Jackson County.

We are making every effort to secure descriptions on the Provolt-Williams Section. The delay on this job has been occasioned by having to write descriptions on the entire 6 1/2 miles.

On the Butte Falls Section, there will be only the quarry and stockpile sites to be purchased. As soon as the descriptions are finished by Gall, I will send them in for checking and then ask the County to make the necessary purchases.

Very truly yours

K. D. LYTLE
Division Engineer

KDL:G

cc: Baldock

FORM 2-A-1 8M 9-38
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

Const
Projects
County roads

February 7th, 1939

Mr. K. D. Lytle
Division Engineer
State Highway Dept.
Roseburg, Oregon

NOTED

Dear Sir:

In reviewing your letter of January 27th, I find that the specifications on the Butte Falls F.A.S. Project are not being prepared according to our adopted standards; and therefore, I request that you consult with Mr. Rynning to see if the oiling cannot be done in time to permit of the laying of a standard keyed macadam. This will entail the use of a surface treatment such as an 0-9, but since Mr. Baldock is decidedly opposed to the use of crushed rock as a road-mix, I do not think we should write a specification which requires the county to adopt an oiling so contrary to our general practice.

The use of crusher run base course in such quantities as you contemplate is also contrary to Mr. Baldock's orders. He has permitted the use of a light resurfacing where the material is necessary to true up the road but has insisted that all projects of appreciable thickness be constructed on the keyed macadam principle. If consistent with the oiling program, you should revise these specifications to provide for a 3-inch keyed macadam base. The 3/4 minus key material may be used in an amount equivalent to the original 2 inches which you contemplated using. This will give a slight surplus and provide something to blade until the oiling can be done.

The same specification should be used on the Little Butte Secondary.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓

Current
Project
[illegible]

C
O
P
Y

January 29, 1939

R. H. Baldock
State Highway Engineer
Salem, Oregon

Attn: H. G. Smith

Dear Sir:

Reference is made to Mr. Lytle's letter of yesterday regarding the amount of work that could be performed with the $40,000 set up for this year's project on the Cape Arago Highway.

I talked to Mr. Coffey on the phone yesterday afternoon and he advised that this amount would cover only the grading and surfacing of 1.25 miles beyond the current project, or to Station 405, and the oiling of both sections, or from Station 261/20 to Station 405.

I informed Mr. Lytle of this last night after his return from Grants Pass and he asked me to write to you today.

Reference is also made to our letter of January 27th relative to the Butte Falls FAS Project. The stationing in the fourth line of the first paragraph should have read 486/82.

Very truly yours,

K. D. LYTLE
Division Engineer

By Sgd. R. B. Sipprell
Office Engineer

cc: C. B. McCullough

FORM 8-A-1 3M 11-38

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
JAN 30 1939
FOR FILING

RECEIVED
JAN 28 1939
OREGON
STATE HIGHWAY COMMISSION

Const
Projects
County Roads

Jan. 27, 1939

R. H. Baldock
State Highway Engineer
Salem, Ore.

Attention: H. G. Smith

Dear Sir:

In reply to your letter of January 25th, with reference to the limits of the Butte Falls FAS Project, I beg to advise the project will start at Oak Avenue in Butte Falls, which is at Station 46+82 and run from there in a westerly direction a distance of 4 1/2 miles to Station 250.

This will provide for a 3" crusher run base, maximum size rock being 2", with a 2" top built of 3/4" minus material. This is practically the same specification we used in re-surfacing the Umpqua Highway and the Little Butte Creek Secondary, both of which jobs have turned out very satisfactory.

I used this specification instead of our standard water bound specification with the thought in mind that the County could perhaps mix the top 2" with oil. As you know, the County has expressed its willingness to do the oiling on this project, and Mr. Rynning said they would sign an Agreement to that effect.

Very truly yours,

K. D. LYTLE
Division Engineer

KDL:G

cc: McCullough ✓

RECEIVED
JAN 26 1939
FOR FILING

Const
Project
Secondary

January 25, 1939

NOTED
Asst State Highway Engineer

Mr. K. D. Lytle
Division Engineer
Roseburg, Oregon

Dear Sir:

Please send me the limits and distances of the Butte Falls, FAS project. The lengths should be sufficiently accurate for budget purposes. This is for the $20,000 called for in the Federal secondary program for 1939.

Yours very truly,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

by

H. G. Smith
Construction Engineer

HGS:PT
CC TO:

C. B. McCullough

IN REPLY PLEASE
REFER TO FILE NO.

OREGON STATE HIGHWAY COMMISSION
SALEM

H. B. GLAISYER, SECRETARY

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

FORM 2-A-1 8M 8-38

CONTRACT# [redacted] 2224

19-1109 Cottonwood Cr.-Lakeview Sec., 1939
Klamath Falls-Lakeview Hwy.
2224

R.H.Baldock

19-1109

a

nuary 27th, 1941

COST ANALYSIS-FINAL REPORT

Klamath Falls-Lakeview Highway, Cottonwood Creek-Lakeview Section
Contract 2224 Prefix 19-1109
Rogers Construction Company & J. C. Compton, Contractors
J. T. Burch, Resident Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$325.00	100%			$400.00
Trench Excavation	494.65	509.4 cu. yd.	0.97	$1.00	509.40
Excavation, Single Class	9,061.10	57,577.4 " "	0.16	0.16	9,212.38
Truck Haul	204.42	1,703.5 yd. mi.	0.12	0.12	204.42
Finishing Roadbed & Slopes	508.75	4.07 Miles	125.00	150.00	610.50
18" Corr. Iron Pipe	1,026.96	778 lin. ft.	1.32	1.38	1,073.64
24" " " "	1,289.60	496 " "	2.60	2.20	1,091.20
48" " " "	1,184.50	230 " "	5.15	5.95	1,368.50
Salvaging 60" Culvert Pipe	450.00	180 " "	2.50	4.00	720.00
Salvaging Culvert Pipe	45.00	20 " "	2.25	2.00	40.00
Riprap	553.00	201.3 cu. yd.	2.75	2.50	503.25
Sight Posts	285.00	150 each	1.90	1.50	225.00
Snow Fence	1,180.39	3,350 lin. ft.	0.35	0.30	1,005.00
Deliver & Drive Piles	1,650.20	96 each	17.20	15.00	1,440.00
Treated Lumber	3,201.65	32.87 M-FBM	97.40	95.00	3,122.65
Untreated Lumber	1,075.60	15.852 M-FBM	67.85	60.00	951.12
Class "A" Concrete	2,942.00	107.79 cu. yd.	27.30	26.00	2,802.54
Metal Reinforcement	1,350.38	20,775 lbs.	0.065	0.07	1,454.25
Remove Existing Bridge and Maintain Traffic	850.00	100%	850.00	1200.00	1,200.00
Talus Borrow & Subbase	5,390.00	31,740.5 cu. yd.	0.17	0.20	6,348.10
Haul Talus Borrow & Subbase	11,079.80	130,350.5 yd. mi.	0.085	0.08	10,428.04
Talus & Screen Rejections in Level Course	420.75	561 cu. yd.	0.75	0.95	532.95
4½"-2" Rock in Base	23,507.89	19,995.5 " "	1.18	1.05	20,995.28

Cottonwood Creek-Lakeview [illegible]st Analysis.

Item	Cost	Quantity		Unit Cost	Unit Bid	Gross Revenue
3/4"-0" Rock in Base & Shldrs.	$16,748.43	14,246	cu. yd.	1.18	1.05	$14,958.30
Sprinkling	509.20	636.5	M-Gal.	0.80	0.75	477.38
Preparation of Base	372.00	6.06	Miles	61.40	100.00	606.00
Mineral Aggregate in Place	9,573.90	4,559	cu. yd.	2.10	2.25	10,257.75
Asphalt in Place	4,723.12	287.82	Tons	16.40	18.00	5,180.76
RC-3 Asphalt in Seal Coat	1,412.24	86.06	Tons	16.40	20.00	1,721.20
Purchase Screen Rejections	638.28	2,553.1	cu. yd.		0.25	638.28
PA #1, Placing Mat'ls in S.P.	45.00	90	" "		0.50	45.00
PA #2, Purch. 1¼"-3/4" Min. Agg.	261.50	261.5	" "		1.00	261.50
PA #3, " ¼"-0" Material	51.08	204.3	" "		0.25	51.08
PA #3, Haul " " "	115.02	1,150.2	yd. mi.		0.10	115.02
Force Account	512.82					512.82
						$101,063.31
Sales of Rock to Private Parties	4,280.82					4,280.82
	$107,320.05					$105,344.13

	Work Performed by Rogers Construction Co.	Work Performed by J. C. Compton	Total
Total Cost	$95,720.62	$11,599.43	$107,320.05
Gross Revenue	92,898.32	12,445.81	105,344.13
Net Loss by Rogers	$2,822.30		
Net Profit by Compton		$846.38	

Cottonwood Creek-Lakeview Section

Rogers Construction Company
Detail of Cost

Labor:

Supervision	$2,137.50	
Labor	32,056.59	
State Industrial Accident Insurance	1,840.60	
Social Security & Unemployment Insurance	1,367.74	
		$37,402.43

Materials:

18" Corr. Iron Pipe	778	lin. ft.	at	$1.05	$816.90	
18" " " " Bands	19	each	"	1.64	31.16	
24" " " "	496	lin. ft.	"	2.20	1,091.20	
24" " " " "	12	each	"	2.00	24.00	
48" " " "	230	lin. ft.	"	4.32	993.60	
48" " " " "	8	each	"	3.76	30.08	
Sight Posts					127.50	
Treated Lumber	32.966	M-FBM	"	67.00	2,219.92	
Untreated Lumber					543.33	
Concrete Aggregates					381.05	
Metal Reinforcement	20,775	lbs.	"	0.0422	876.70	
Cement					712.80	
Snow Fence Material					447.73	
						8,295.97

Equipment Rental, Supplies and Miscellaneous:

Equipment Rental and Repairs	$15,710.00	
Rented Equipment	115.50	
Equipment Hire	6,365.35	
Truck Hire (Does not include labor)	15,041.16	
Gas, Oil and Grease	5,237.20	
Explosives	958.53	
Lumber	504.09	
Small Tools, Supplies & Misc.	3,640.20	
Miscellaneous Expense	592.23	
Bond 1% of Gross Revenue	928.98	
Home Office 1% of Gross Revenue	928.98	
		50,022.22
		$95,720.62

Cottonwood Creek-Lakeview

J. C. Compton
Detail of Cost

Labor:			
Supervision		$279.81	
Labor		1,924.99	
State Industrial Accident Insurance		143.62	
Social Security & Unemployment Insurance		88.18	
			$2,436.60
Materials:			
Asphalt	287.82 Tons at $4.90	$1,410.33	
RC-3 Asphalt	86.06 " " 4.90	421.69	
Freight on Asphalt		2,014.77	
Freight on RC-3		602.40	
			4,449.19
Equipment Rental, Supplies & Miscellaneous:			
Equipment Rental		$2,160.00	
Gas, Oil and Grease		1,119.43	
Small Tools, Supplies & Misc.		625.00	
Overhead Expense		435.83	
Bond	1% of Gross Revenue	124.46	
Home Office	2% of Gross Revenue	248.92	
			4,713.64
			$11,599.43

Cottonwood Creek-Lakeview

REMARKS:

This contract consisted of the grading, surfacing and oiling of 4.07 miles of roadway. It was bid and awarded September 28th, 1939; work was started October 9th, and completed July 2nd, 1940.

Grading work was commenced on October 16th, with hired cats and scrapers and continued until November 18th, at which time the necessary quantities had been excavated. For the most part the quantities were obtained from side borrow. Some difficulty was experienced in bringing the ditches to grade, due to the high water table.

Erection of crushing plant was started October 16th, and was located at County talus pit about 1¼ miles south of Lakeview. Crushing was begun on November 7th, and completed March 20th. Considerable time was lost on account of winter weather. While in operation, the plant averaged about 50 cu. yds. per hour. Of the 41,818.4 cu. yds. crushed, about 9,000 cu. yds. were produced from shot quarry rock, while the remainder was from talus pit.

The plant consisted of two crushers (13" gyratory and 3' cone), two screens (4' x 12' single-deck scalper and 4' x 12' four-deck), 3 motors (130 h.p. Buda, 95 h.p. Cat and 90 h.p. Cummins). A 3/4 cu. yd. Speeder shovel was used for loading. The haul on the crushed materials averaged about 5 miles.

The treated lumber bridge structures were erected by the contractor's own forces.

A 3/4 cu. yd. shovel averaged about 120 cu. yds. per hour on the talus borrow and subbase and was accomplished at a low cost.

J. C. Compton performed the oiling work in an efficient manner.

This job was bid quite low, being $16,571.20 under the second low bidder. Due to efficient operation and excellent supervision the loss was held to a minimum.

E. H. Clymer
Cost Analyst

By . . Henry Jullum

RECEIVED
NOV 4 1940
FOR FILIN

14-1107

October 31, 1940

UNITED PACIFIC INSURANCE COMPANY
Jo Stroyan, Resident Agent
Board of Trade Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2224, for grading and surfacing on the Cottonwood Creek-Lakeview Section of the Klamath Falls-Lakeview Highway, in Lake County, has been completed by the contractor, Rogers Construction Company, and that final settlement will be made with said contractor by the state, for work done under said contract, on or after November 11, 1940.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $101,063.31, including final payment, of which $512.82 is for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

BGD:MHL

NOTED
D. G. DeSart

RECEIVED
OCT 24 1940
FOR FILING

19-1109

October 23, 1940

SOULÉ STEEL COMPANY
1750 Army Street
San Francisco, California

Attention H. O. Miller, Treasurer

Gentlemen:

This will acknowledge receipt of your letter of October 21 advising us that your claim against Rogers Construction Company and J. C. Compton for material furnished on their contract No. 2224 for work on the Cottonwood Creek-Lakeview Section of the Klamath Falls-Lakeview Highway has been paid in full.

We thank you for this information and are notifying the contractors and their surety of our receipt of your letter.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

DGD:MBL

NOTED
D. G. DeSart

October 23, 1940

UNITED PACIFIC INSURANCE COMPANY
Jo Stroyan, Local Agent
627 Board of Trade Building
Portland, Oregon

Gentlemen:

We are in receipt of a letter from N. O. Miller, Treasurer, Soule Steel Company, advising that said company has been paid in full by Rogers Construction Company and J. C. Compton for material furnished them in connection with their work on State Highway Contract No. 2224 - Cottonwood Creek-Lakeview Section of the Klamath Falls-Lakeview Highway.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

cc - Rogers Construction Company
& J. C. Compton
Box C-4
Dayton, Washington

cc - J. C. Compton
McMinnville, Oregon

ORTLAND
HOUSTON

TELEPHONE
VALENCIA 4141

SOULÉ STEEL COMPANY
IRON AND STEEL PRODUCTS
1750 ARMY STREET, SAN FRANCISCO

2274

RECEIVED
[illegible] 23 1940

October 21, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

This is to advise you that Rogers Construction Company have paid Soule' Steel Company in full for all materials which were furnished by us for use in the construction of the three trestle bridges in Lake County, Oregon.

Sincerely yours,

SOULE' STEEL COMPANY
By N O Millar
N. O. Millar
Treasurer

NOM:fh

[illegible] this [illegible]

RECEIVED
OCT 17 1940
FOR FILING

19-1109

October 15, 1940

Forest [illegible]ucts Treating Company
824 Pit[illegible] Block
Portland[illegible]egon

Attention: [illegible]. F. Foster

Gentlemen:

[illegible] acknowledges receipt of your letter of October 14 [illegible]ing us that your claim against Rogers Construction [illegible]pany and J. C. Compton arising out of their contr[illegible]with the State High[illegible] Commission for surfacing and [illegible]ing the Cottonwo[illegible]-Lakeview Section of the Klamat[illegible]Falls-Lakevie[illegible]way, in Lake County, being state h[illegible]hway contr[illegible] 2224, has been paid in full.

We [illegible] thank you for this information which we are passing on to the United Pacific Insurance Company, Jo Stroyan, Agent, Board of Trade Building, Portland, which company wrote the bond furnished by the Rogers Construction Company and J. C. Compton in connection with this job.

Very truly yours,

HBG:AM

Secretary

cc - Rogers Constr. Co.
Dayton, Washington

cc - J. C. Compton
McMinnville, Oregon

REFERRED TO DeSart
BY SECRETARY

note on card

NOTED
D. G. DeSart

RECEIVED
OCT 17 1940
FOR FILING

19-1109

October 15, 1940

Forest Products Treating Company
824 Pittock Block
Portland, Oregon

Attention: H. P. Foster

Gentlemen:

This acknowledges receipt of your letter of October 14 advising us that your claim against Rogers Construction Company and J. C. Compton arising out of their contract with the State Highway Commission for surfacing and oiling the Cottonwood Creek-Lakeview Section of the Klamath Falls-Lakeview Highway, in Lake County, being state highway contract No. 2224, has been paid in full.

We wish to thank you for this information which we are passing on to the United Pacific Insurance Company, Jo Stroyan, Agent, Board of Trade Building, Portland, which company wrote the bond furnished by the Rogers Construction Company and J. C. Compton in connection with this job.

Very truly yours,

HBG:AM

Secretary

cc - Rogers Constr. Co.
Dayton, Washington

cc - J. C. Compton
McMinnville, Oregon

REFERRED TO DeSart
BY SECRETARY

note on card

NOTED
D. G. DeSart

October 15, 1940

United Pacific Insurance Company
Jo Stroyan, Agent
Board of Trade Building
Portland, Oregon

Gentlemen:

The State Highway Commission has today been advised that the claim of the Forest Products Treating Company against Rogers Construction Company and J. C. Compton arising out of their contract with the State Highway Commission for surfacing and oiling the Cottonwood Creek-Lakeview Section of the Klamath Falls-Lakeview Highway, in Lake County, being state highway contract No. 2224, has been paid in full.

This information is given you inasmuch as you appear surety on the bond furnished by the contractors in connection with this job.

Very truly yours,

Secretary

HBG:AM

cc - Rogers Constr. Co.
Dayton, Washington

cc - J. C. Compton
McMinnville, Oregon

NOTED
D. G. DeSart

RECEIVED
OCT 15 1940
STATE HIGHWAY COMMISSION

FOREST PRODUCTS TREATING COMPANY
PRODUCERS & PRESERVERS
OF
POSTS · POLES · PILING
LUMBER · TIMBERS
CROSS TIES
PORTLAND, OREGON

PLANTS
THE DALLES, OREGON
LARAMIE, WYOMING
WALDEN, COLORADO

GENERAL OFFICE
824 PITTOCK BLOCK
PORTLAND, OREGON

October 14, 1940

Oregon State Highway Commission
Salem, Oregon

Attn. Mr. H. B. Glaisyer, Secretary

Gentlemen: C-2356

Kindly refer to your letter of June 25, 1940 giving us information as to the status of Contract No. 2224 with the Rogers Construction Company for work to be performed on the Cottonwood Creek-Lakeview Section of the Klamath Falls-Lakeview Highway in Lake County. Also you advised us of the procedure to be followed for securing protection of the contractor's account with us under his bond.

We are informed by the Rogers Construction Company that we filed a claim against their bond for protection of this account which has not yet been released. On July 17, 1940 we received a check from the Rogers Construction Company in full settlement of their account with us; therefore we had no reason to file notice with the Secretary of State for protection of this account in accordance with the provisions of Chapter 517, Oregon Laws, 1939.

We do not understand why the contractor is requesting us to release our claim against his bond as none has ever been filed with the Secretary of State. However, if it is a fact that the bonding company has not been released from responsibility in connection with this contract on our account, then we respectfully request that you release them from responsibility as the contractor's account with us has been settled to our entire satisfaction.

Yours very truly,

FOREST PRODUCTS TREATING COMPANY

H P Foster
H. P. Foster

HPF P
copy - Rogers Const. Co.

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SEP 13 1940
FOR FILING

19-1129

September 12, 1940

United Pacific Insurance Company
J. G. Stroyan, Agent
Board of Trade Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to the Rogers Construction Company on Contract No. 2224, Cottonwood Creek-Lakeview Section of the Klamath Falls-Lakeview Highway, in Lake County. This payment will be made on or after September 23, 1940.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

RECEIVED
AUG 7 1940
FOR FILING

19-1109

UNITED PACIFIC
Insurance Company
EXCHANGE BUILDING
SEATTLE, WASHINGTON

THOMAS G. HAMMOND
Vice-President

RECEIVED
[illegible] 1940
STATE [illegible]

July 23, 1940

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

Re: Rogers Construction Company

This will acknowledge receipt of your letter of July 17 addressed to our Portland Branch Office relative to a claim which the Soule' Steel Company of San Francisco has informed you they have against Rogers Construction Company and J. C. Compton on the Klamath Falls-Lakeview Highway job.

We are contacting these contractors through our agents and anticipate that the claim of the Soule' Steel Company, if meritorious, will be taken care of without delay.

Very truly yours,

Thomas G. Hammond
THOMAS G. HAMMOND, Vice President

TGH:MM

REFERRED TO
DeSart
BY SECRETARY

NOTED
D. G. DeSart

RECEIVED
JUL 22 1940
FOR FILING

19-1109

July 17, 1940

United Pacific Insurance Company
J. O. Strayan, Agent
627 Board of Trade Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have received information from the Soule' Steel Company, 1750 Army Street, San Francisco, to the effect that they have a claim against the contractors, for reinforcing steel bars furnished in connection with a contract with the Oregon State Highway Commission for construction of three trestle bridges, on the Klamath Falls-Lakeview Highway, about four miles West of Lakeview. The amount of the claim is not stated.

We are passing this information on to you, inasmuch as you appear as surety on the bond furnished by the contractors in this instance.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

HBG:RS

cc - Rogers Construction Co.
cc - J. C. Compton

July 17, 1940

Desart [illegible]

Soule' Steel Company
1750 Army Street
San Francisco, Calif.

Gentlemen:

Reply is made to your letter of the 15th instant concerning your claim against Roberts Construction Company for reinforced steel bars furnished the company for use in connection with the construction of three trestle bridges four miles West of Lakeview, in Lake County, Oregon.

The State Highway Commission has no contract agreement with the Roberts Construction Company. We believe that you refer to our contract No. 2224, with the Rogers Construction Company and J. C. Compton, covering the surfacing and oiling of the Cottonwood Creek-Lakeview Highway Section of the Klamath Falls-Lakeview Highway, in Lake County. This contract includes also the construction of certain bridges.

The following information pertains to such contract: The specified date of completion for the entire project is August 31, 1940, and we believe that it will be completed on or about that time. The bridges to which you refer were completed about February 1, 1940. We will not make final payment under the contract for about thirty days after the job has been completed and accepted by the State Highway Commission. The bond furnished by the contractor in this instance is not relief from responsibility from claims until the expiration of a period of six months following acceptance of the project by the Highway Commission. The bond was written by the United Pacific Insurance Company, for whom J. O. Stroyan is local agent, with offices in Room 627, Board of Trade Building, Portland, Oregon.

In the event you do not secure satisfaction from the contractor, I would suggest that you file notice of your claim with the bonding company's agent, and also with the Secretary of State of the State of Oregon, in accordance with the provisions of Chapter 517, Oregon Laws, 1939, a mimeographed copy of which is enclosed for your information.

Very truly yours,

G. Desart

Secretary

HBG:BS
Enc.

LOS ANGELES
PORTLAND
HOUSTON

TELEPHONE
VALENCIA 4141

SOULÉ STEEL COMPANY

IRON AND STEEL PRODUCTS

1750 ARMY STREET, SAN FRANCISCO

RECEIVED
17 1940

July 15, 1940

Oregon State Highway Department
Salem, Oregon

Gentlemen:

During the latter part of 1939 we supplied reinforcing steel bars to Roberts Construction Company for use in the construction of three trestle bridges four miles West of Lake View in Lake County, Oregon. Up to the present time you have not received payment for the material so furnished and would appreciate it very much if you would let us know whether or not the work has been completed and if so when.

We would also like to have you furnish us with the name of the bonding company who wrote the bond for the above contractors on this work.

Thanking you for your kind attention to this, we are

# 2224
Lake

Sincerely yours,

SOULE' STEEL COMPANY

By N O Millar
N. O. Millar
Treasurer

NOM:DS

"Roberts" is probably "Rogers"
see card for # 2224

[illegible]
What is the status of this job?

ANSWERED
H. B. GLAIS

Bridges completed about Feb. 1, 1940
Surfacing not completed.

Form E-1-[illegible]

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 6th, 1940

Section Cottonwood Creek - Lakeview

Kind of work Grading, Surfacing, Oiling

Highway Klamathe Falls - Lakeview

Section prefix 19-1109

Contractor Rogers Con. Co. and J.C. Compton

Contract number 2224

Date of contract Sept. 28, 1939

Date of completion August 31, 1940

Date work started Oct. 9, 1939

Estimated date of completion July 2nd, 1940

Amount of contract $ 99,622.50

Per cent of time elapsed 84 % %

Estimated cost of completed project, exclusive of engineering $102,000.00

Per cent of contract completed, based on total contract price 100% %

Engineering cost to date, $ 6900.00, 6.9 %

Date project was completed July 2nd, 1940

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor worked three days shaping shoulders, maintaining surface and setting sight posts.

Project completed on July 2nd. 1940

Party transferred to Prineville on July 3rd. 1940

NOTED
RAY WEBBER

RECEIVED
JUL 8 - 1940
OFFICE OF
CON[illegible]

Signed John T. V. Burch

Address Prineville, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.07	6.06		6.06	
Miles partially completed					
Miles completed	4.07	6.06		6.06	
Total estimated quantities	58000	63500		4000 cu. yd 484 tons	
Estimated quantities moved or placed to date				4550 cu. yd 384 tons	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				8	
Average force on project for week				3	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men Intermediate Grade		1					
Men and teams Unskilled		2					
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders 1......, Rollers ...., Mixers ...., Crushing or screening plants..........,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
JUN 26 1940
FOR FILING

19-1109

June 25, 1940

REFERRED DeSart
BY SECRETARY
record on card

Forest Products Treating Company
824 Pittock Block
Portland, Oregon

Attention: H. P. Foster

G. DeSart

Gentlemen:

Reply is made to your letter of June 18 in regard to your claim against the Rogers Construction Company for furnishing of creosoted timbers in connection with state highway contract No. 2224 for the surfacing and oiling of the Cottonwood Creek-Lakeview Section of the Klamath Falls-Lakeview Highway, in Lake County.

According to our records this job will be completed on or about June 30, 1940. I anticipate that the Commission will accept the project at its meeting on July 18, 1940, and if so the probabilities are that final payment will be made to the contractor in the early part of August.

As protection for your claim I would suggest that you file notice of the same with the Secretary of State in accordance with the provisions of Chapter 517, Oregon Laws, 1939, a mimeographed copy of which is inclosed. By doing so you will secure protection on the bond, furnished by the contractor, subsequent to the expiration of a period of six months from date of completion of the project and acceptance of the same by the State Highway Commission. This bond was written by the United Pacific Insurance Company for whom J. O. Stroyan is local agent with offices in Room 627, Board of Trade Building, Portland.

For your further information wish to say that this contract was awarded to Rogers Construction Company and J. C. Compton, jointly.

Very truly yours,

Secretary

HBG:AM

[illegible]

June 25, 1940

United Pacific Insurance Company
J. O. Stroyan, Local Agent,
627 Board of Trade Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have received a notice from the Forest Products Treating Company of Portland to the effect that Rogers Construction Company of Dayton, Washington, is indebted to it in a considerable amount for creosoted timbers furnished and used by the Rogers Construction Company in connection with its contract with the State Highway Commission for the surfacing and oiling of the Cottonwood Creek-Lakeview Section of the Klamath Falls-Lakeview Highway, in Lake County, Contract No. 2224. The amount of the claim was not stated.

This information is given you inasmuch as you appear surety on the bond furnished by the contractor in connection with this project.

Very truly yours,

HDG:AM

Secretary

cc - Rogers Constr. Company
Dayton, Washington

cc - J. C. Compton
McMinnville, Oregon

Form E-30—Revised—[illegible]—4-40

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 19, 1940

Subject:

To:

Mr. H. G. Smith
Construction Engineer
Office

Dear Sir:

Herewith a letter from the Forest Products Treating Company concerning payment for material on the Cottonwood Creek-Lakeview Section of the Klamath Falls-Lakeview Highway for which the Rogers Construction Company has the contract. The trestles referred to were let in the grading contract, and I presume you will wish to handle this matter.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP CM
Attached

Cont. # 2224 Rogers Constr Co & S. Comp

Est. date of completion June 30-40

specification date August 31, 1940 [illegible]

RECEIVED
JUN 1 1940

FOREST PRODUCTS TREATING COMPANY

PRODUCERS & PRESERVERS
OF
POSTS - POLES - PILING
LUMBER - TIMBERS
CROSS TIES

PORTLAND, OREGON

PLANTS
THE DALLES, OREGON
LARAMIE, WYOMING
WALDEN, COLORADO

GENERAL OFFICE
624 PITTOCK BLOCK
PORTLAND, OREGON

June 18, 1940

RECEIVED
JUN 19 1940
[illegible]

Oregon State Highway Commission
Salem, Oregon

Attn. Bridge Department

Gentlemen: C-2356

Kindly refer to State of Oregon project on the Cottonwood Creek - Lakeview Section of Klamath Falls - Lakeview Highway for which contract for the construction of the Muddy Creek Trestles in Lake County was awarded to the Rogers Construction Company of Dayton, Washington.

Our company supplied the Creosoted timbers for these trestles for which the contractor still owes us a considerable amount of money. It is, therefore, very important to us to be sure that this account is protected under the contractor's bond filed with the State.

It will be greatly appreciated if you will advise us whether or not the work performed by the Rogers Construction Company has been completed and accepted by the State and the date. If this work has not yet been completed and accepted by the State, we will appreciate it if you will place our letter on file and advise us promptly after completion and acceptance by the State. We would be very pleased to hear from you as to the present status of this contract.

Yours very truly,

FOREST PRODUCTS TREATING COMPANY

H. P. Foster
H. P. Foster

HPF P

ANSWERED
H. B. GLAISYER

#2224

19-1109

March 26, 1940

Lakeview Building Material Company,
Lakeview, Oregon.

Attention: Mr. C. J. Clause.

Gentlemen:

Receipt is acknowledged of your letter of March 20th with reference to your claim against Rogers Construction Company for material used in connection with their contract No. 2224, Cottonwood Creek-Lakeview Section of the Klamath Falls-Lakeview Highway in Lake County.

You are advised that the above firm have always been very reliable in regard to paying their bills. Within the next ten days they will receive a partial payment on this contract in amount of $11,000.00, and no doubt will take care of their bills after this payment has been received.

The completion date of the contract is August 31, 1940, and under the law you have six months after the contract has been completed and accepted in which to file a claim under the bond. The bond furnished in this instance was witten by the United Pacific Insurance Company, for whom Jo Stroyan, who has offices in the Board of Trade Building, Portland, is resident agent.

Very truly yours,

Secretary.

Dict. by J. McFarland.

Building Materials

Industrial Lumber

Lakeview Building Material Co.

"Material for Better Homes"

PHONE 762

Lakeview, Oregon

March 20th.,1940

Oregon State Highway Commission.,
Salem,Oregon.,

Gentlemen:-

Attention Mr. Glaiser.,

The Rogers Construction Co., who has the contract for the rebuilding of the highway just west of town has been slow in taking care of their material purchases, they are now owing us for their December 1939 purchases for Cement, Lumber and etc., which went in the construction of the three (3) bridges on that project- this sum is considerable for us ,being $ 1,564.06 and when we look back at our experience with C.R.Johnson, we certainly do not want to go thru another such transaction.

Please advise us if we should do anything in the matter of notifying their Bonding Company and yourselves- we believe that they intend paying us as their Superintendent has told us on many repeated occassions that they intended doing so- we do not want to do anything which will be the cause of hurting their credit or reputation with the Commission or any one else but on the other hand we feel that they should pay their bills when due.

Yours very truly,

Lakeview Building Material Co.,

By CJClause
C.J.Clause.,

. DEPENDABLE BUILDING ADVICE .

CELOTEX

.. JOHNS-MANVILLE BUILDING MATERIALS ..

DUTCH BOY PAINT

RECEIVED
FEB 27 1940
FOR FIL

19-1109

February 27, 1940

Mr. Theodore R. Conn,
Attorney at Law,
Lakeview, Oregon.

Dear Sir:

Reference is made to your letter of February 23rd concerning the Rogers Construction Co., & J. C. Compton Contract No. 2224, Cottonwood Creek-Lakeview Section of the Klamath Falls-Lakeview Highway in Lake County.

You are advised that the bond furnished in connection with this contract was written by United Pacific Insurance Company, for whom Jo Stroyan, who has offices in the Board of Trade Building, Portland, is resident agent. The completion date of this contract is August 31, 1940.

Very truly yours,

Secretary.

J.McF.

FEB 26 1940
STATE HIGHWAY COMMISSION

THEODORE R. CONN
ATTORNEY-AT-LAW
WILCOX BUILDING
LAKEVIEW, OREGON

February 23, 1940

State Highway Commission
Salem, Oregon

Gentlemen:

I have a client who has a claim against Rogers Construction Company, who is operating in the vicinity of Lakeview on a highway contract, and we wish to file such claim with the Secretary of State.

I would appreciate being advised of the name of the surety company upon the bond of Rogers Construction Company so that they can be named in the claim.

Very truly yours,

Theodore R. Conn

TRC/dw

Jim prepare answer
HB

Form E-1—5M—9-39

19-1109

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending February 24, 1940

Section Cottonwood Creek-Lakeview

Kind of work Grading, Surfacing & Oiling

Highway KlamathFalls-Lakeview

Section, prefix 19-1109

Contractor Rogers Const. Co. & J. C. Compton

Contract number 2224

Date of contract Sept. 28, 1939

Date of completion Aug. 31, 1940

Date work started Oct. 9, 1939

Estimated date of completion Aug. 31, 1940

Amount of contract $99622.50

Per cent of time elapsed 44 %

Estimated cost of completed project, exclusive of engineering $99622.50

Per cent of contract completed, based on total contract price 67 %

Engineering cost to date, $4900, 4.9 %

Date project was completed ......, 19...

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor worked all week surfacing. 3000 yards of base and key rock placed this week. 3.6 miles completed. Surfacing is 62% complete.

Contractor secured quarry site located 500 feet south of present quarry. The quarry was shot and placing of material started on Saturday. The material is of good quality as represented by sample, Lab. No. 124612. The contractor elected to use this material hoping to speed up production.

W. E. Chandler, inspected project on Feb 22.

NOTED H. W. LIBBY

NOTED RAY WEBBER

FEB 2[illegible] 1940

NOTED VAN SCOY

Signed John T. Burch

Address Lakeview

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.07	6.06		6.06	
Miles partially completed		4			
Miles completed	4.07	6.06 sub-base 3.6		4000. cy.	
Total estimated quantities	58000	63500		484 tons	
Estimated quantities moved or placed to date	53000	54480			
Average daily quantities		370			
Average daily quantities necessary to complete project on time		50			
Number shifts per day		3			
Hours per shift		8			
Average force on project for week		61			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	Supervision		5				
Men and teams	Skilled Labor		7				
Men and trucks under 3 tons	Intermediate Grade		31				
Men and trucks over 3 tons	Unskilled Labor		18				
Men and tractors							

Equipment used during week: Shovels 2, Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants 1,

Compressors 1, Bulldozers 1, Sheet-foot rollers .... Trucks- 10 ...., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear & Cold		
Monday	"		
Tuesday	"		
Wednesday	Cloudy		
Thursday	Stormy		
Friday	Cloudy		
Saturday	Stormy		

Form E-1—5M—9-39

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

19-1109.

For Week Ending February 17, 19 40

Section Cottonwood Creek-Lakeview.

Kind of work Grading, Surfacing & Oiling

Highway KlamathFalls-Lakeview

Section prefix 19-1109

Contractor Rogers Const. Co. & J. C. Compton

Contract number 2224

Date of contract Sept. 28, 19 39

Date of completion Aug. 31, 19 40

Date work started Oct. 9, 19 39

Estimated date of completion Aug. 31, 19 40

Amount of contract $ 99622.50

Per cent of time elapsed 42 %

Estimated cost of completed project, exclusive of engineering $ 99622.50

Per cent of contract completed, based on total contract price 64 %

Engineering cost to date, $ 4700., 4.7 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor worked 2½ days this week. Work shut down Tuesday noon for balance of week on account of snow.

Total base placed to date 12170 cu.yds., key 5950 cu.uds. Base 58% complete. Key 50%.

Party: Inspecting and checking 2½ days, office 1 day, staking out Summer Lake Roadside Improvement Project 2 days.

NOTED
RAY WEBBER

FEB [illegible] 1940

NOTED
VAN SCOY

Signed John T. Burch

Address Lakeview

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.07	6.06		6.06	
Miles partially completed		3.5			
Miles completed	4.07	6.06 sub-base 2.5 base			
Total estimated quantities	58000	63500		4000 sy. 484 tons	
Estimated quantities moved or placed to date	53000	51320			
Average daily quantities		360			
Average daily quantities necessary to complete project on time		65			
Number shifts per day		3			
Hours per shift		8			
Average force on project for week		32			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	Supervision		3				
Men and teams	Skilled Labor		5				
Men and trucks under 3 tons	Intermediate Grade		14				
Men and trucks over 3 tons	Unskilled Labor		10				
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants 1,

Compressors 1, Bulldozers 1, Sheet-foot rollers ...., Trucks - 8, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	"		
Tuesday	Snow	8	Snow
Wednesday	"	24	"
Thursday	Cloudy	24	"
Friday	Stormy	24	"
Saturday	Cloudy	24	"

Form E-1—5M—9-39

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending February 10, 1940

Section Cottonwood Creek-Lakeview

Kind of work Grading, Surfacing & Oiling

Highway Klamath Falls-Lakeview

Section prefix 19-1109

Contractor Rogers Const. Co. & J. C. Compton

Contract number 2224

Date of contract Sept. 28, 1939

Date of completion Aug. 31, 1940

Date work started Oct. 9, 1939

Estimated date of completion Aug. 31, 1940

Amount of contract $ 99622.50

Per cent of time elapsed 40 %

Estimated cost of completed project, exclusive of engineering $ 99622.50

Per cent of contract completed, based on total contract price 61 %

Engineering cost to date, $ 4350., 4.4 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

No work done by contractor Monday and Tuesday on account of rain. Crusher started Wednesday running three shifts the balance of the week.

Base placed and keyed from station 1230+75 to 1379, 2.8 miles. Total base placed 11000 cu.yds., key 4900 cu.yds.

Due to wet weather some soft spots have developed on the shoulders. Extra material required for repairs.

Party: Two men in office, balance of party in field inspecting and checking.

NOTED
RAY WEBBER

FEB 13 1940

Signed John T. Burch

Address Lakeview

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.07	6.06		6.06	
Miles partially completed		3.5			
Miles completed	4.07	2. 6.06 sub-base			
Total estimated quantities	58000	63500		4000 sy. 484 tons	
Estimated quantities moved or placed to date	53000	49100			
Average daily quantities		500			
Average daily quantities necessary to complete project on time		100			
Number shifts per day		3			
Hours per shift		8			
Average force on project for week		64			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	Supervision		7				
Men and teams	Skilled Labor		8				
Men and trucks under 3 tons	Intermediate Grade		29				
Men and trucks over 3 tons	Unskilled Labor		20				
Men and tractors							

Equipment used during week: Shovels 1, Power graders 2, Rollers 1, Mixers ...., Crushing or screening plants 1,

Compressors 1, Bulldozers 1, Sheet-foot rollers ...., Trucks - 10, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	"		No work
Tuesday	"		" "
Wednesday	Cloudy		
Thursday	"		
Friday	"		
Saturday	"		

Form E-1—3M—9-39

NOTED
RAY WEBBER

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending February 3, 1940

Section Cottonwood Creek-Lakeview

Kind of work Grading, Surfacing & Oiling

Highway Klamath Falls- Lakeview

Section prefix 19-1109

Contractor Rogers Const. Co. & J. C. Compton

Contract number 2224

Date of contract Sept. 28, 1939

Date of completion Aug. 31, 1940

Date work started Oct. 9, 1939

Estimated date of completion Aug. 31, 1940

Amount of contract $99622.50

Per cent of time elapsed 38 %

Estimated cost of completed project, exclusive of engineering $99622.50

Per cent of contract completed, based on total contract price 58 %

Engineering cost to date, $ 4075., 4.1 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Base and key placed from station 1231 to 1370. Total base laid to date 8300 cu.yds., key 3400.

Crusher broke down on Tuesday. No delay in work as material was hauled from stock pile.

Three shifts worked all week. The last quarry shot broke small and production has been higher this week than any to date.

Party: Five men in field inspecting and checking. Two men in office. All quantities figured and checked.

RECEIVED
FEB 5 1940

Signed John T. Burch

Address Lakeview

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.07	6.06		6.06	
Miles partially completed		3			
Miles completed	4.07	6.06 sub-base -		4000 cy.	
Total estimated quantities	58000	63500		484 tons	
Estimated quantities moved or placed to date	53000	43700			
Average daily quantities		500			
Average daily quantities necessary to complete project on time		100			
Number shifts per day		3			
Hours per shift		7			
Average force on project for week		52			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams	Supervision		6				
Men and trucks under 3 tons	Skilled Labor		8				
Men and trucks over 3 tons	Intermediate Grade		26				
Men and tractors	Unskilled Labor		12				

Equipment used during week: Shovels 2, Power graders 2, Rollers 1, Mixers ......, Crushing or screening plants 1,

Compressors 1, Bulldozers 1, Sheet-foot rollers ......, Trucks - 10

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	Cloudy		
Friday	Showers		
Saturday	"		

STATE PRINTING DEPT.

Form E-1—5M—9-39

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

19-1109.

Section	Cottonwood Creek-Lakeview	*For Week Ending*	January 27, 1940
Highway	KlamathFalls-Lakeview	*Kind of work*	Grading, Surfacing & Oiling
Contractor	Rogers Const. Co. & J.C.Compton	*Section prefix*	19-1109
Date of contract	Sept. 28, 1939	*Contract number*	2224
Date work started	Oct. 9, 1939	*Date of completion*	Aug. 31, 1940
Amount of contract	$ 99622.50	*Estimated date of completion*	Aug. 31, 1940
		Per cent of time elapsed	36 %

Estimated cost of completed project, exclusive of engineering $ 99622.50

Per cent of contract completed, based on total contract price 50 %

Engineering cost to date, $ 3850., 3.8 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor worked three shifts all week except Friday. Base laid and keyed from station 1230 /75 to 1280. The material was hauled from both crusher and stock pile. Shortage of trucks and stormy weather slowed down production.

Placing of rip rap around bridges completed this week.

Party: three men in office. Grading quantities figured and checked. Four men in field inspecting and checking.

W.E.Chandler inspected project on Thursday.

NOTED
VAN SCOY

RECEIVED
JAN 2[illegible] 1940

Signed John T. [illegible]

Address Lakeview

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.07	6.06		6.06	
Miles partially completed		2 base			
Miles completed	4.07	6.06 sub-base	-		
Total estimated quantities	58000	63500		4000 sy. 484 tons	
Estimated quantities moved or placed to date	53000	36000			
Average daily quantities		400			
Average daily quantities necessary to complete project on time		130			
Number shifts per day		3			
Hours per shift		7			
Average force on project for week		50			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	Supervision		6		-		
Men and teams	Skilled Labor		8				
Men and trucks under 3 tons	Intermediate Grade		24				
Men and trucks over 3 tons	Unskilled Labor		12				
Men and tractors							

Equipment used during week: Shovels 2, Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants 1,

Compressors 1, Bulldozers 1, Sheet-foot rollers ...., Trucks - 8, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Cloudy		
Tuesday	Stormy		
Wednesday	Cloudy		
Thursday	Stormy		
Friday	"		No work - rain.
Saturday	Cloudy		

Form E-1-4M-6-39

NOTED
RAY WEBBER

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending January 20, 1940

Section Cottonwood Creek-Lakeview

Kind of work Grading, Surfacing & Oiling

Highway KlamathFalls-Lakeview

Section prefix 19-1109

Contractor Rogers Const.Co. & J.C.Compton

Contract number 2224

Date of contract September 28, 1939

Date of completion August 31, 1940

Date work started October 9, 1939

Estimated date of completion August 31, 1940

Amount of contract $99622.50

Per cent of time elapsed 34 %

Estimated cost of completed project, exclusive of engineering $ 99622.50

Per cent of contract completed, based on total contract price 49 %

Engineering cost to date, $ 3600, 3.6 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Construction of bridges completed this week. Surfacing placed at bridge approaches. Bridges opened to traffic on Wednesday.

Crusher broke down on Wednesday. Balance of week hauling from stock pile. Base rock laid from station 1230 + 75 to 1240. ¾"-0 key from 1230+75 to 1240. Percentage of ¾"-0 used, 40 to 45% of base.

Three men drilling quarry. Two shots were made this week. The first broke big and considerable material wasted. The second gave better results.

Four men placing rip rap at bridges, starting Friday.

Party: two men in office on maps, profile and mass diagram. Balance of party in field inspecting and checking.

Signed John T. Burch

Address Lakeview

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.07	6.06		6.06	
Miles partially completed		1 base			
Miles completed	4.07	6.06 sub-base -			
Total estimated quantities	58000.	63500		4000 cy. 484 tons	
Estimated quantities moved or placed to date	53000	34500		2600 in S.P.	
Average daily quantities		300			
Average daily quantities necessary to complete project on time		130			
Number shifts per day		3			
Hours per shift		7			
Average force on project for week		49			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	Supervision		6				
Men and teams	Skilled Labor		8				
Men and trucks under 3 tons	Intermediate Grade		23				
Men and trucks over 3 tons	Unskilled Labor		12				
Men and tractors							

Equipment used during week: Shovels 2, Power graders 1, Rollers 1, Mixers 1, Crushing or screening plants 1,

Compressors 1, Bulldozers 1, Sheet-foot rollers ...., Trucks - 6, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear&Cold		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	Cloudy		
Friday	"		
Saturday	"		

Form E-1—5M—9-39

NOTED
RAY WEBBER

19-1109

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending January 13, 1940

Section Cottonwood Creek - Lakeview

Kind of work Grading, Surfacing & Oiling

Highway Klamath Falls - Lakeview

Section prefix 19-1109

Contractor Rogers Const. Co. & J.C.Compton

Contract number 2224

Date of contract September 28, 1939

Date of completion August 31, 1940

Date work started October 9, 1939

Estimated date of completion August 31, 1940

Amount of contract $ 99622.50

Per cent of time elapsed 31 %

Estimated cost of completed project, exclusive of engineering $ 99622.50

Per cent of contract completed, based on total contract price 45 %

Engineering cost to date, $ 3305., 3.3 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

No work done during forepart of week on account of stormy weather.

Crushing started Thursday, working three shifts, producing 4½"-2" base and oil rock. 600 yards laid at bridge approaches.

Bridges completed except one hand rail.

Party in office three days. Cross-sections figured and checked.

Signed John T. Burch

Address Lakeview

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.07	6.06		6.06	
Miles partially completed					
Miles completed	4.07	6.06 sub-base			
Total estimated quantities	58000.	61000.		4000 cu.yds. 484 tons	
Estimated quantities moved or placed to date	53000.	32000. 13000. Base in S.P.		2600. in S.P.	
Average daily quantities		300			
Average daily quantities necessary to complete project on time					
Number shifts per day		3			
Hours per shift		7			
Average force on project for week		36			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	Supervision	4					
Men and teams	Skilled Labor	8					
Men and trucks under 3 tons	Intermediate	20					
Men and trucks over 3 tons	Unskilled Labor	4					
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers 1, Mixers 1, Crushing or screening plants 1,

Compressors 1, Bulldozers 1, Sheet-foot rollers ...., Trucks - 4, ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy & Cold		
Monday	Snow		
Tuesday	Rain		
Wednesday	"		
Thursday	Cloudy&Cold		
Friday	Clear & Cold		
Saturday	"		

STATE PRINTING DEPT.

/w

Form E-1—5M—9-39

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

19-1109

For Week Ending January 6, 1940

Section Cottonwood Creek-Lakeview

Kind of work Grading, Surfacing & Oiling

Highway KlamathFalls-Lakeview

Section prefix 19-1109

Contractor Rogers Const. Co. & J. C. Compton

Contract number 2224

Date of contract Sept. 28, 1939

Date of completion Aug. 31, 1940

Date work started Oct. 9, 1939

Estimated date of completion Aug. 31, 1940

Amount of contract $ 99622.50

Per cent of time elapsed 29 %

Estimated cost of completed project, exclusive of engineering $ 99622.50

Per cent of contract completed, based on total contract price 44 %

Engineering cost to date, $ 2960., 3 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

On account of stormy weather all week very little work has been done by the contractor.

Railing poured for two bridges. Bridges will be completed in a few days and detours removed.

Crusher down all week. Drilling quarry two days.

Party: Three men in office on grading quantities. Two men leveling on U.S. bench marks, Warner Canyon read.

NOTED
HACKETT

NOTED
RAY WEBBER

Signed John T. Burch

Address Lakeview

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.07	6.06		6.06	
Miles partially completed					
Miles completed	4.07	6.06 sub-base			
Total estimated quantities	58000.	61000.		4000. cy 484. tons	
Estimated quantities moved or placed to date	52000.	31500. 13000. base in S.P.		2400. in S.P.	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		25			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	Supervision		3				
Men and teams	Skilled Labor		6				
Men and trucks under 3 tons	Intermediate Grade		9				
Men and trucks over 3 tons	Unskilled Labor		7				
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers ...., Mixers 1, Crushing or screening plants ....,

Compressors 1, Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	Showers		
Friday	"		
Saturday	Clear&Cold		

Form E-1—5M—9-39

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 30, 1939

Section Cottonwood Creek - Lakeview

Kind of work Grading, Surfacing & Oiling

Highway KlamathFalls - Lakeview

Section prefix 19-1109

Contractor Rogers Const. Co. & J.C.Compton

Contract number 2224

Date of contract Sept. 28, 1939

Date of completion Aug. 31, 1940

Date work started Oct. 9, 1939

Estimated date of completion Aug. 31, 1940

Amount of contract $ 99622.50

Per cent of time elapsed 27 %

Estimated cost of completed project, exclusive of engineering $ 99622.50

Per cent of contract completed, based on total contract price 44 %

Engineering cost to date, $ 2800., 2.8 %

Date project was completed , 19

NOTED
RAY WEBBER

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor resumed work on Wednesday. Laid 4½"-2" base rock one day. 500 yards spread but not shaped between stations 1230 /75 and 1239.

On account of stormy weather crusher has been shut down for two days.

Talus material placed at bridge approaches on Saturday.

Crew building snow fence and railing for farm approach bridges.

Party made survey of gravel pit, three miles north of KlamathFalls-Lakeview Highway on Tuesday. Working in office balance of week.

NOTED

O. U. SMITH

NOTED
VAN SCOY

Signed John T. Burch

Address Lakeview

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.07	6.06		6.06	
Miles partially completed			–		
Miles completed	4.07	6.06 sub-base -			
Total estimated quantities	58000	31500 51000. 13500 base in S.P.		4000 cy. 494. tons	
Estimated quantities moved or placed to date	54000	31500 13000 base in S.P.		2400.inS.P.	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		45			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER-SOURCES		
Men	Supervision		4				
Men and teams	Skilled Labor		6				
Men and trucks under 3 tons	Intermediate Grade		22				
Men and trucks over 3 tons	Unskilled Labor		13				
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers ...., Mixers ...., Crushing or screening plants 1,

Compressors 1, Bulldozers 1, Sheet-foot rollers ...., Trucks -- 6, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy&Cold		
Monday	Rain		
Tuesday	Cloudy&Cold		
Wednesday	Snow		
Thursday	Rain		
Friday	Cloudy&Cold		
Saturday			

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Form E-1—5M—9-39

19 - 1109

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 23, 1939

Section Cottonwood Creek-Lakeview

Kind of work Grading, Surfacing & Oiling

Highway Klamath Falls-Lakeview

Section prefix 19-1109

Contractor Rogers Const. Co. & J. C. Compton

Contract number 2224

Date of contract Sept. 28, 1939

Date of completion August 31, 1940

Date work started Oct. 9, 1939

Estimated date of completion August 31, 1940

Amount of contract $ 99622.50

Per cent of time elapsed 44 %

Estimated cost of completed project, exclusive of engineering $ 99622.50

Per cent of contract completed, based on total contract price 43 %

Engineering cost to date, $ 2450., 2.5 %

Date project was completed ...., 19....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Completed crushing and stock piling of ¾-½" and ½-¼" oil rock on Tuesday. Crusher broke down on Wednesday.

Hauled talus for bridge approaches two days.

Two men building snow fence.

Work shut down from Dec. 23 - Dec. 26 except drilling in quarry. Contractor will start producing 4½"-2" base next week.

Completed pouring decks for bridges on Thursday. Weather permitting bridges should be completed about Jan. 15.

Party in field three days, office three days.

NOTED
RAY WEBBER

NOTED
H. N. HACKETT

DEC 26 1939

Signed John T. Burch

Address Lakeview

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.07	6.06		6.06	
Miles partially completed					
Miles completed	4.07	6.06 sub-base -			
Total estimated quantities	58000	61000		4000 cy. 484 tons	
Estimated quantities moved or placed to date	54000	31000 13000 Base in S.P.		2000 inS.P.	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		50			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	Supervision		7				
Men and teams	Skilled Labor		8				
Men and trucks under 3 tons	Intermediate Grade		23				
Men and trucks over 3 tons	Unskilled Labor		12				
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers ...., Mixers 1, Crushing or screening plants 1,

Compressors 1, Bulldozers 1, Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear&Cold		
Monday	Cloudy&Cold		
Tuesday	"		
Wednesday	Rain		
Thursday	Clear&Cold		
Friday	"		
Saturday	"		

Form E-1—5M—9-39

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 16, 1939

Section Cottonwood Creek-Lakeview

Kind of work Grading, Surfacing & Oiling

Highway Klamath Falls-Lakeview

Section prefix 19-1109

Contractor Rogers Const Co. & J. J. Courton

Contract number 2224

Date of contract September 28, 1939

Date of completion August 31, 1940

Date work started October 9, 1939

Estimated date of completion August 31, 1940

Amount of contract $ 99622.50

Per cent of time elapsed 23 %

Estimated cost of completed project, exclusive of engineering $ 99622.50

Per cent of contract completed, based on total contract price 42 %

Engineering cost to date, $ 2182., 2.2 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Stormy weather during forepart of week slowed down progress.

Crusher running three days. Quarry has been shot, oil rock is being produced and hauled to stock pile.

Two days worked filling in around bridges using pit-run talus.

Four men building snow fence. 1200. lin.ft. completed.

Blade maintaining sub-base all week. A few soft spots have developed on the shoulders.

Forms and reinforcing completed for bridges. Contractor hauled sand from KlamathFalls as tests on local sand were not satisfactory. Pouring of deck at bridge sta. 1444/56 started on Friday, one half of deck poured.

Party in office three days, in field three days staking out snow fence and setting grades for base rock.

NOTED RAY WEBBER

NOTED E.N. HACKETT

RECEIVED DEC 18 1939

Signed John T Burch

Address Lakeview

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.07	6.06		6.06	
Miles partially completed					
Miles completed	4.07	6.06 sub-base -			
Total estimated quantities	58000.	61000.		4000. 484.	cy. tons
Estimated quantities moved or placed to date	54000.	31000. 13000.	Base in S.P.	1700.	in S.P.
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		54			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	Supervision		8				
Men and teams	Skilled Labor		9				
Men and trucks under 3 tons	Intermediate Grade		25				
Men and trucks over 3 tons	Unskilled Labor		12				
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers ...., Mixers 1, Crushing or screening plants 1,

Compressors 1, Bulldozers 2, Sheet-foot rollers ...., Trucks - 9, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	"		
Tuesday	Cloudy & Cold		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

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Form E-1—5M—6-39

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 9, 1939

Section Cottonwood Creek - Lakeview

Kind of work Grading, Surfacing, & Oiling

Highway Klamath Falls - Lakeview

Section prefix 19-1109

Contractor Rogers Const. Co. & J.C.Compton

Contract number 2224

Date of contract September 28, 1939

Date of completion August 31, 1940

Date work started October 9, 1939

Estimated date of completion August 31, 1940

Amount of contract $ 99622.50

Per cent of time elapsed 21 %

Estimated cost of completed project, exclusive of engineering $ 99622.50

Per cent of contract completed, based on total contract price 40 %

Engineering cost to date, $ 1930., 1.9 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor started laying $4\frac{1}{2}$"-2" base rock on Monday at west end of job. The rock was hauled from the crusher and only 210 yards produced. Laying of base discontinued for balance of week on account of slow production. Drilling operations have been carried on all week and quarry will be shot. Laying of base rock will be resumed the fore part of the coming week.

Crushing of oil rock started on Tuesday. The material is being stock piled opposite stations 1380 and 1530. About 1500 yards produced this week.

Good progress made on bridges this week. Forms built and reinforcing installed on two bridges. Pouring of deck will start as soon as tests on aggregate are completed. Approach bridges nearing completion and backfilling around abutments in progress.

Four men digging holes and setting posts for snow fence.

Party in field all week remeasuring and setting grades for base rock. Remeasuring completed.

Christian Floer, Material Inspector and Harold E. Roadman, chainman, reported December 4.

NOTED
RAY WEBBER

[illegible]

Signed John T. Burch

Address Lakeview

NOTED
H. N. HACKETT

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.07	6.06		6.06	
Miles partially completed					
Miles completed	4.07	6.06 Sub-base			
Total estimated quantities	58000.	61000. Base rock in S.P. 31000		4000. cy. 484. tons	
Estimated quantities moved or placed to date	55000.	13000 Base rock inS.P.		1600cy.	inS.P.
Average daily quantities				300	
Average daily quantities necessary to complete project on time			Bridges		
Number shifts per day	1	3	1		
Hours per shift	8	7	8		
Average force on project for week	5	60	10		

Percentages of men employed on contract to be secured from:

County, %; County, %; County, %; County, %

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	Supervision		8				
Men and teams	Skilled Labor		11				
Men and trucks under 3 tons	Intermediate Grade		35				
Men and trucks over 3 tons	Unskilled Labor		21				
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants 1,

Compressors 1, Bulldozers 2, Sheet-foot rollers ...., Trucks - 9., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clondy		
Monday	"		
Tuesday	"		
Wednesday	Clear		
Thursday	Cloudy		
Friday	Showers		
Saturday	"		

STATE PRINTING DEPT.

Form E-1—5M—9-39

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 2, 1939

Section Cottonwood Creek-Lakeview

Kind of work Grading, Surfacing & Oiling

Highway KlamathFalls-Lakeview

Section prefix 19-1109

Contractor Rogers Const. Co. & J. C. Compton

Contract number 2224

Date of contract September 28, 1939

Date of completion August 31, 1940

Date work started October 9, 1939

Estimated date of completion August 31, 1940

Amount of contract $ 99622.50

Per cent of time elapsed 19 %

Estimated cost of completed project, exclusive of engineering $ 99622.50

Per cent of contract completed, based on total contract price 36 %

Engineering cost to date, $ 1560., 1.6 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Grading 100 % complete.

Talus sub-base completed over 4.07 miles with exception of bridge approaches. 28000 cu.yds. placed.

Rock leveling course from station 1230+ 75 to 1336 completed this week. 2000 cu.yds of ¾"-0 placed. Contractor plans to start laying 4½"-2" base on Monday over west two miles of project.

Crusher running three shifts all week. 6000 yards of ¾-0 and 5000 yards of 4½-2 crushed and stock piled.

Driving of piling completed for all bridges. Treated lumber and reinforcing steel have arrived on job. Bridge crew laying caps and stringers on bridge at station 1445.

Party in field all week, checking rock, remeasuring and setting grades for rock base.

Harold V. Simmons, Material Inspector, reported on November 28.

Earl C. Valade, Chainman, transfered to V. H. Coffey on November 30.

NOTED
RAY WEBBER

NOTED
H. G. SMITH

NOTED
VAN SCOY

NOTED
R. N. HACKETT

Signed John T. Burch

Address Lakeview

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.07	6.06		6.06	
Miles partially completed					
Miles completed	4.07	6.06 (sub-base) -			
Total estimated quantities	58000.	61000.		4000. cu.yds. 484. tons	
Estimated quantities moved or placed to date	55000.	30000. 11000. (base rock in stock pile)			
Average daily quantities		600.			
Average daily quantities necessary to complete project on time		90.			
Number shifts per day	1	3			
Hours per shift	8	7			
Average force on project for week	12	70			

Percentages of men employed on contract to be secured from:

County, %; County, %; County, %; County, %

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	Supervision		8				
Men and teams	Skilled Labor		12				
Men and trucks under 3 tons	Intermediate Grade		36				
Men and trucks over 3 tons	Unskilled Labor		26				
Men and tractors							

Equipment used during week: Shovels 1, Power graders 2, Rollers 1, Mixers ...., Crushing or screening plants 1,

Compressors 1, Bulldozers 2, Sheet-foot rollers ...., Trucks - 10.

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy&Cool		
Monday	"		
Tuesday	Clear&Cool		
Wednesday	Cloudy&Cool		
Thursday	"		
Friday	"		
Saturday	"		

STATE PRINTING DEPT.

Form E-1—5M—8-39

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 25, 1939

Section Cottonwood Creek - Lakeview

Kind of work Grading, Surfacing & Oiling

Highway Klamath Falls - Lakeview

Section prefix 19-1109

Contractor Rogers Const. Co. & J.C.Compton

Contract number 2224

Date of contract September 28, 1939

Date of completion August 31, 1940

Date work started October 9, 1939

Estimated date of completion August 31, 1940

Amount of contract $99622.50

Per cent of time elapsed 17 %

Estimated cost of completed project, exclusive of engineering $ 99622.50

Per cent of contract completed, based on total contract price 30 %

Engineering cost to date, $ 1270., 1.3 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Grading and finishing of sub-grade completed.

Talus sub-base over new graded section, 4.07 miles, completed this week. 28000 cu.yds. of talus have been placed on road.

500 cu.yds. of ¾"-0 rock leveling course placed from station 1300 to 1325.

4000 cu.yds. of ¾"-0 key rock and 3000 cu.yds. 4½"-2" base crushed and stock piled. Crusher not running Friday on account of break down.

Piling have been driven for four bridges. One bent drove on fifth bridge at station 1491+50. Untreated lumber for farm approach bridges on job. Treated lumber has not been shipped and work is being held up on the roadway bridges.

Wm.E. Chandler inspected project on Tuesday. Permission given to contractor to start laying 4½"-2" base this fall.

Party in field all week checking rock and setting grades.

H. G. SMITH

NOTED
H.N.HACKETT

NOTED
RAY WEBBER

Signed John T. Burch

Address Lakeview

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.07	6.06		6.06	
Miles partially completed		6			
Miles completed	4.07	5 (sub-base)			
Total estimated quantities	58000	61000		4000 cy. 484. tons	
Estimated quantities moved or placed to date	55000	28000 (sub-base) 7000 base rock in stock piles			
Average daily quantities		500			
Average daily quantities necessary to complete project on time		100			
Number shifts per day	1	3			
Hours per shift	8	7			
Average force on project for week	12	50			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	Supervision		8				
Men and teams	Skilled Labor		12				
Men and trucks under 3 tons	Intermediate Grade		24				
Men and trucks over 3 tons	Unskilled Labor		18				
Men and tractors							

Equipment used during week: Shovels 1, Power graders 2, Rollers 1, Mixers ......, Crushing or screening plants 1,

Compressors ......, Bulldozers 2, Sheet-foot rollers ...., 1-Cat&LeTourneau, 10-Trucks ...., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear&Cool		
Monday	"		
Tuesday	Cloudy&Cool		
Wednesday	Clear&Cool		
Thursday	"		
Friday	"		
Saturday	"		

STATE PRINTING DEPT.

Form E-1—5M—9-30

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 18, 19 39

Section Cottonwood Creek-Lakeview

Kind of work Grading, Surfacing&Oiling

Highway Klamath Falls-Lakeview

Section prefix 12-1109

Contractor Rogers Const. Co. & J. C. Compton.

Contract number 2224

Date of contract September 28, 19 39

Date of completion August 31, 19 40

Date work started October 9, 19 39

Estimated date of completion August 31, 19 40

Amount of contract $ 99622.50

Per cent of time elapsed 15 %

Estimated cost of completed project, exclusive of engineering $ 99622.50

Per cent of contract completed, based on total contract price 25 %

Engineering cost to date, $ 1040. , 1 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Grading of project completed this week.

Three shifts worked all week placing talus sub-base. First course completed, second course 90% complete.

Piling have been driven for bridges # 2346, 2358 and 2359. The treated lumber has not arrived on job and work is being held up to some extent.

Crusher running three days producing about 200 yards of 4½-2" rock per day.

Party in field all week, checking rock, setting grades and staking out bridges.

NOTED
H. N. HACKETT

E. C. SMITH

NOV 20 1939

NOTED
RAY WEBBER

Signed John T. Burch

Address Lakeview

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.07	6.06		6.06	
Miles partially completed		6			
Miles completed	4.07	5 (sub-base)	-		
Total estimated quantities	58000	61000		4000 484	
Estimated quantities moved or placed to date	55000	26000			
Average daily quantities	500	1500			
Average daily quantities necessary to complete project on time	---	100			
Number shifts per day	2	3			
Hours per shift	8	7			
Average force on project for week	12	40			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	Supervision		7				
Men and teams	Skilled Labor		13				
Men and trucks under 3 tons	Intermediate Grade		19				
Men and trucks over 3 tons	Unskilled Labor		13				
Men and tractors							

Equipment used during week: Shovels 1, Power graders 2, Rollers ...., Mixers ...., Crushing or screening plants 1 ....,

Compressors ...., Bulldozers 2, Sheet-foot rollers 2 Cats&LeTourneaus, 10 Trucks, 1-Hoist

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear & Cool		
Monday	"		
Tuesday	Cloudy		
Wednesday	Clear&Cool		
Thursday	"		
Friday	Cloudy		
Saturday	Clear&Cool		

STATE PRINTING DEPT.

Form E-1—5M—9-39

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OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 11, 1939

Section Cottonwood Creek - Lakeview

Kind of work Grading, Surfacing & Oiling

Highway KlamathFalls - Lakeview

Section prefix 19-1109

Contractor Rogers Const. Co. & J.O.Compton

Contract number 2224

Date of contract September 28, 1939

Date of completion August 31, 1940

Date work started October 9, 1939

Estimated date of completion August 31, 1940

Amount of contract $ 99622.50

Per cent of time elapsed 13 %

Estimated cost of completed project, exclusive of engineering $ 99622.50

Per cent of contract completed, based on total contract price 20 %

Engineering cost to date, $ 850., .009 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Grading operations continued all week working two shifts. 3.5 miles of grade roughed in, 2 miles finished. Grading will be completed within the next few days.

Talus sub-base hauled Monday and Tuesday. No talus placed during balance of week on account of unfinished sub-grade.

Work on bridges started this week. Two pile bents have been driven at station 1445. Penetration varies from 6 to 9 feet.

Crushing of base rock started on Tuesday. 2000 yards of $4\frac{1}{2}$"-2" and $\frac{3}{4}$"-0 crushed and hauled to stock pile opposite station 1535. Approximately 60% of the material passing 1-inch screen before entering crusher.

Party in field all week. Cross-sectioning completed. Grade stakes completed to 1380.

Wm.E. Chandler inspected project on Friday.

NOTED
H. G. SMITH

NOTED
RAY WEBBER

NOTED
VAN SCOY

Signed John T. Burch

Address Lakeview

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.07	6.06		6.06	
Miles partially completed	4	2			
Miles completed	2	1			
Total estimated quantities	58000	61000		4000. cy. 484. tons	
Estimated quantities moved or placed to date	48000	20000			
Average daily quantities	1000	1000			
Average daily quantities necessary to complete project on time	50	140			
Number shifts per day	2	2			
Hours per shift	7	7			
Average force on project for week	18	32			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	Supervision		7				
Men and teams	Skilled Labor		15				
Men and trucks under 3 tons	Intermediate Grade		17				
Men and trucks over 3 tons	Unskilled Labor		13				
Men and tractors							

Equipment used during week: Shovels 1, Power graders 3, Rollers ...., Mixers ...., Crushing or screening plants 1,

Compressors ...., Bulldozers 2, Sheet-foot rollers 2-Cats&LeTourneaus, 9-Trucks, 1-Hoist

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy&Cool		
Monday	"		
Tuesday	Clear&Cool		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

Form E-1—8M—3-39

EGON STATE HIGHWAY COMMIS ON

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 4, 1939

Section Cottonwood Creek-Lakeview

Kind of work Grading, Surfacing & Oiling

Highway Klamath Falls-Lakeview

Section prefix 12-1109

Contractor Rogers Construction Co., and J. C. Compton

Contract number 2224

Date of contract September 28, 1939

Date of completion August 31, 1940

Date work started October 9, 1939

Estimated date of completion August 31, 1940

Amount of contract $99622.50

Per cent of time elapsed 11 %

Estimated cost of completed project, exclusive of engineering $99622.50

Per cent of contract completed, based on total contract price 13 %

Engineering cost to date, $590., .006 %

Date project was completed ...., 193...

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Grading all week with 3 cats&LeTourneaus and bulldozer. 10000 yards moved this week. 2.5 miles of grade roughed in, one mile finished except ditches.

Culverts have been installed between 1395 and 1556.

6000 yards of talus placed between stations 1478 and 1520. Average of 1000 yards per day working one 8 hr. shift. Loading with ¾ yard shovel.

Bridges at stations 1445 and1478 have been removed and detours constructed. Pile driver assembled at station 1445. Contractor ready to start driving piling.

Setting up of crusher completed. Contractor will start crushing on Monday.

Party in field all week, setting grades, cross-sectioning and staking culverts.

Frank W. Moore, Structural Inspector, reported on October 30.

Signed John T. Burch

Address Lakeview

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.07	6.06		6.06	
Miles partially completed	3	2			
Miles completed	1			4000.	cy.
Total estimated quantities	58000	61000		484.	tons
Estimated quantities moved or placed to date	30000	14000			
Average daily quantities	1600	1000			
Average daily quantities necessary to complete project on time	100	155			
Number shifts per day	3	1			
Hours per shift	8	8			
Average force on project for week	18	26			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	Supervision		7				
Men and teams	Skilled Labor		13				
Men and trucks under 3 tons	Intermediate Grade		14				
Men and trucks over 3 tons	Unskilled Labor		10				
Men and tractors							

Equipment used during week: Shovels 1, Power graders 2, Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers 2, Sheet-foot rollers 3 cats&LeTourneaus. . 9-6 yd. trucks . . ..

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear&Warm		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	Clear&Cool		
Friday	Cloudy&Cool		
Saturday	"		

STATE PRINTING DEPT

Form E-1—5M—3-39

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 28, 1939

Section Cottonwood Creek-Lakeview

Kind of work Grading, Surfacing & Oiling

Highway Klamath Falls-Lakeview

Section prefix 19-1109

Contractor Rogers Construction Co. & J. C. Compton

Contract number 2234

Date of contract September 28, 1939

Date of completion August 31, 1940

Date work started October 9, 1939

Estimated date of completion August 31, 1940

Amount of contract $ 99622.50

Per cent of time elapsed 9 %

Estimated cost of completed project, exclusive of engineering $ 99622.50

Per cent of contract completed, based on total contract price 8 %

Engineering cost to date, $ 400, .004 %

Date project was completed ________, 193__

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Grading crew worked five days this week. No grading on Tuesday on account of stormy weather. 9000 yards moved this week with 3 cats &LeTourneaus. Equipment break downs and stormy weather has slowed up progress.

5000 yards of talus sub base placed from station 1509 to 1555. 9- 6 yd. trucks used for hauling.

Three 72" pipes removed and 48" pipes installed.

Crew setting up crusher at County pit. Crushing will start within the next few days.

Contractor building detour for bridge at station 1478. One load of piling has arrived on job.

Party in field five days cross-sectioning and setting grade stakes.

Wm. E. Chandler inspected project on Wednesday.

Signed John T. B[illegible]

Address Lakeview

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.07	6.06		6.06	
Miles partially completed	2	1			
Miles completed			-		
Total estimated quantities	53000	61000		4000. cy. 484 tons	
Estimated quantities moved or placed to date	19000	9500			
Average daily quantities	1700	900			
Average daily quantities necessary to complete project on time	130	170			
Number shifts per day	2	1			
Hours per shift	8	8			
Average force on project for week	16	18			

Percentages of men employed on contract to be secured from:

County, %; County, %; County, %; County, %

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	Supervision		5				
Men and teams	Skilled Labor		6				
Men and trucks under 3 tons	Intermediate Grade		12	-			
Men and trucks over 3 tons	Unskilled Labor		11				
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers 2, Sheet-foot rollers 9-6yd. trucks, 3 cats&LeTourneaus . . .

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear&Warm		
Monday	Windy		
Tuesday	Snow	8	Stormy weather
Wednesday	Cloudy&Cold		
Thursday	Rain		
Friday	Cloudy&Cool		
Saturday	"		

STATE PRINTING DEPT.

RECEIVED
OCT 27 1939
FOR

9- 1109

October 26, 1939

ROGERS CONSTRUCTION COMPANY
& J. C. COMPTON
McMinnville, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2224 which was awarded to you on September 28, 1939, covering the grading, surfacing, and oiling of the Cottonwood Creek-Lakeview Section of the Klamath Falls-Lakeview Highway, in Lake County.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

19-1109

October 2, 1939

ROGERS CONSTRUCTION COMPANY & J. C. COMPTON
McMinnville, Oregon

Gentlemen:

We are sending you today by express four copies of Contract No. 2224, which was awarded to you by the State Highway Commission on September 28, 1939, covering the grading, surfacing, and oiling of the Cottonwood Creek-Lakeview Section of the Klamath Falls-Lakeview Highway, in Lake County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 5 (page 14) of the printed GENERAL PROVISIONS, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the mimeographed page immediately following page No. 43 of the mimeographed SPECIAL PROVISIONS, relating to the payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION
By

Secretary

MBL

19-1109

October 2, 1939

ROGERS CONSTRUCTION CO. & J. C. COMPTON
Box C4
Dayton, Washington

Gentlemen:

We are sending you today by express four copies of Contract No.2224, which was awarded to you by the State Highway Commission on September 28, 1939, covering the grading, surfacing, and oiling of the Cottonwood Creek-Lakeview Section of the Klamath Falls-Lakeview Highway, in Lake County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 5 (page 14) of the printed GENERAL PROVISIONS, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the mimeographed page immediately following page No. 43 of the mimeographed SPECIAL PROVISIONS, relating to the payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION
By

Secretary

MRL

M-1109

September 29, 1939

Rogers Construction Company
and J. C. Compton

Dayton, Washington

Gentlemen:

The State Highway Commission on September 28, 1939, awarded you the contract for 4.1 miles grading and 6.1 miles surfacing and oiling on the Cottonwood Creek-Lakeview Section of the Klamath Falls-Lakeview Highway, in Lake County. This award was based on your low bid of $99,622.30 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

AM

Secretary

cc - J. C. Compton
McMinnville, Oregon

cc - Mr. S. E. Probert
Mr. C. S. Paxson

FORM S-D-1 2500 4-38

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE
[illegible]

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
BEND, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
SEP 12 1938
FOR FILING
Const. Project Summary

RECEIVED
1938
COMMISSION

September 2nd
1938

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

NOTED
State Highway Engineer

Dear Sir:

In connection with the proposed COTTONWOOD CREEK-LAKEVIEW grading, surfacing, oiling and rock production project data which was submitted to your office under date of August 18, 1938, we submit herewith a Statement of Material Sources and Stockpile Sites, together with a supplementary estimate which includes nonparticipating rock production work.

For your information, our computations show an average of 4.14 miles haul on stockpiled materials.

Very truly yours,

WM. E. CHANDLER
DIVISION ENGINEER

By:
R. M. Smith

RMS:f

Encl.

cc-Mr. R. H. Baldock ✓

FORM 5-8-1 2500 4-38

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
BEND, OREGON

IN REPLY PLEASE REFER TO FILE NO.

RECEIVED
SEP 12 1938
FOR FILING
Const.
Projects
Preliminary

RECEIVED
AUG 24 1938
OREGON
STATE HIGHWAY COMMISSION

August 22nd
1938

NOTED
State Highway Engineer

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

Reference is made to our letter of transmittal under date of August 18th covering data on the Cottonwood Creek-Lakeview proposed grading, surfacing and oiling project.

We submit herewith straight line chart, together with District Maintenance Superintendent's letter of explanation and summary showing the proposed estimated distribution of maintenance materials to be manufactured in connection with the above mentioned project.

Very truly yours,

WM. E. CHANDLER
DIVISION ENGINEER

By:
R. M. Smith

RMS:f

cc-Mr. R. H. Baldock ✓

Encls.

Form 5-B-1 2500 4-38

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
BEND, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
AUG 19 1938
FOR FILING
[illegible]

August 18th
1938

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

Under separate cover we are this date forwarding to your office the following data pertaining to the proposed grading, surfacing and oiling project, COTTONWOOD CREEK-LAKEVIEW section of the Klamath Falls-Lakeview Highway:

3	Books, Field Notes (Transit, Level, & Cross Section)
2	Rolls, Cross Sections (hard green)
2	Rolls, Mass Diagram (hard green)
2	Rolls, Profiles (tracing cloth)
1	Book, Pipe Lists
2	Books, Computation Sheets
2	Copies, Special Provisions
5	Copies, Engineer's Estimate
1	100' = 1" detail map (abandoned line)
1	General Arrangement Sketch Map, Scale 1" - 2000'

At this time we are lacking the necessary information from the field to determine the necessary maintenance materials for stockpile site purposes. Upon receipt of this information we will forward at once to your office a list showing the assumed distribution, together with three copies of Statement of Source of Materials and Stockpile Sites.

In regard to the location of the two 100' = 1" detail maps and the 400' = 1" map (all three hard copies) we wish to report the following:

On March 24th this year, these maps were forwarded to your office. On July 26th we requested that you send these, together with all other field data direct to Mr. Burch. On July 27th the following data was shipped to Mr. Burch out of your office:

File Numbers 55-12-13-14-15-24-17.

In response to our inquiry regarding the location of the above mentioned maps we received the following letter from Mr. Burch:

> "Replying to your letter of August 10, regarding the 1" = 100' and 1" = 400' hard copy maps of the Muddy Creek-Lakeview Section.
>
> My records show that 1-400' scale map and 2-100' scale maps were sent to the Division Office on March 7, 1938. The data sent in on the above date was listed as the Cottonwood Creek-Lakeview Section.
>
> The only data I have in my possession is a 100' scale map (abandoned line) from Maddocks Service Station west which follows the present highway and a sketch map."

We feel certain that the 100' = 1" and the 400' = 1" maps in question are now in the Salem office.

Your attention is called to the items of "Imported Pitrun Rock Embankment" and 6" - 0" "Pitrun Rock Sub-base". In view of the fact that it is questionable whether or not there is sufficient talus material available at the Bullard talus deposit, we have purposely refrained from specifying "talus material" and have carried a clause in the special provisions requiring the contractor to manufacture, by quarry methods, the necessary materials to provide for any deficiency.

Very truly yours,

Wm. E. CHANDLER
DIVISION ENGINEER

RMS:f

cc-Mr. R. H. Baldock ✓

NOTE
C. B. McCullou

CONTRACT#2225

FA 56-E-1 South Unit, Albany Sec., 1939
Pacific Hwy. East, Grading
#2225

56-E-1

RECEIVED
DEC 10 1940
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

A

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

Stencil No. 8

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

December 6, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAP 56-E (1), South Unit, Albany Section of the Pacific Highway, was made by a representative of this office on November 25, 1940. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield

L. J. Caufield
Sr. Highway Engineer

Jon

RECEIVED
AUG 8 1940
FOR FILING

56-E-1

August 7, 1940

Great American Indemnity Company
Harvey Wells-Reed, General Agents
412 Failing Building
Portland, Oregon

Gentlemen:

In response to your inquiry of August 3 wish to advise that $10,598.83 represents the total amount paid to Leonard & Slate for work done under contract No. 2225, South Unit, Albany Section of the Pacific Highway East. No force account work was performed under this contract.

Very truly yours,
STATE HIGHWAY COMMISSION

By

DD:AM Secretary

JESSE S. PHILLIPS
CHAIRMAN OF THE BOARD

PACIFIC DEPARTMENT

Great American
Indemnity Company
New York

WILLIAM H. KOOP
PRESIDENT

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

233 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE EXBROOK 0360

HARVEY WELLS - FRED C. REED
GENERAL AGENTS
412 FAILING BUILDING

PORTLAND, OREGON

RECEIVED

August 3,1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

This will acknowledge your letter of August 2nd advising that the State Highway Commission will make final payment to Leonard & Slate for work done under contract No. 2225, South Unit, Albany Section of the Pacific Highway East in Linn County on or after August 12,1940.

As surety under the above contract, we consent to the release of said funds on or before the date indicated.

For our records, kindly advise us the total amount paid on this project.

Very truly yours,

GREAT AMERICAN INDEMNITY COMPANY

By Fred C Reed
Attorney in Fact

FCR/bs

RECEIVED
AUG 7 1940
FOR FILING

56-E-1

August 2, 1940

Great American Indemnity Company
Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

This is to advise you that the State Highway Commission is now ready to make final payment, in the amount of $317.35, to Leonard & Slate in connection with state highway contract No. 2225, South Unit, Albany Section of the Pacific Highway East in Linn County. This payment will be made on or after August 12, 1940.

If you have any objections to the making of this payment please let us know before that time; also please advise if you approve the release of the warrant before August 12, 1940. We have no knowledge of any outstanding claims against this job.

Very truly yours,

HBG:AM

Secretary

NOTED
D. G. DeSart

56-E-1

RECEIVED
AUG 13 1940
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
[illegible] 1940

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon FAP 56-E(1)
S. Unit, Albany Section
Pacific Highway East

July 11, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Jun

Wa4pr- 5919

Form P. R. 2

State Oregon

Federal Aid Project No. 56-E(1)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 13th day of June, 1940 by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 27th day of January, 1930, a revised project statement, which was approved on the 5th day of April, 1930, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section E(1) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 13th day of September 1939; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of fifty-six thousand, seven hundred eighty and 00/100 dollars ($56,780.00) as the share of the United States payable under said act on account of Section E(1) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

10—11379

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939. (Include date and citation of act or legislature by which authorized)

(*b*) From other sources (State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 450+00 at Eleventh Street in Albany, the southerly end of Section D(2) of said project, and survey station 513+90 in Section 13, T. 11 S., R. 4 W., length 1.212 miles, in Linn County, being Section E(1) of Oregon Federal Aid project No. 56, consisting of 1.203 miles of roadway and one bridge~~s, each~~ of more than 20 feet clear span, 0.009 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B(1) of said project shall not in any event exceed the sum of fifty-six thousand, seven hundred eighty and 00/100 dollars ($56,780.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of ninety-four thousand, six hundred twenty-four and 19/100 dollars ($94,624.19), the approved total estimated cost of Section B(1) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 529, Laws 1929.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ____________ day of

JUN 20 1940, 19____

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By ____________
Member, State Highway Commission
(Title of officer)

By Herman Oliver
Member, State Highway Commission
(Title of officer)

By ____________
____
(Title of officer)

By ____________
____
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By W. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11379

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Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. 56-E(1) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $94,624.19 as the total estimated cost of said project, and the sum of $56,780.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of JUN 20 1940 one thousand nine hundred and ....

FEDERAL WORKS ADMINISTRATOR,

By H J O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10129

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

June 10, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Supplementing our letter of June 6, 1940, forwarding proposed project agreement for signature, we enclose herewith one copy each of the approved agreement estimate and specifications covering Oregon Federal Aid Project No. 56-E (1), the South Unit of the Albany Section of the Pacific Highway.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

June 6, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of the proposed project agreement for Oregon Federal Aid Project 56-E (1), the South Unit, Albany Section of the Pacific Highway, for signature and return to this office.

As this agreement involves funds which will lapse on June 30, 1940, if it is not executed in Washington prior to that date, it is suggested that the agreement be signed without delay by the two Commissioners now in the State.

In order to save time the Regional Office sent us the draft of the agreement by air mail with a note that the approved agreement estimate and specifications will follow under separate cover by regular mail. These will be sent you when received.

Please send us as soon as practicable four copies of a statement showing length, type, total cost, and Federal Aid paid on the part of project 56-B to be abandoned in accordance with your letter of September 12, 1939.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Encl.

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OR FILI

56-E-1

#2225

May 28, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the South Unit, Albany Section, Project No. FA 56-E (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/MB

Encl.

Oregon State Highway Department Federal Aid Project No. 56-E (1)

SOUTH UNIT, ALBANY SECTION OF THE PACIFIC HIGHWAY EAST IN LINN COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 24, 1940

WORK INSIDE CITY OF ALBANY

Grading, Sta. 450+00 to 468+14.3 (Contract No. 2225)

All Required		Clearing and Grubbing	$ - -	$ 143.00
2,000	cu. yds.	Excavation, Single Classification	.35	700.00
All Required		Finishing and Trimming Earthwork	- -	228.00
550	sq. yds.	Removal of Old Pavement	.35	192.50
200	sq. yds.	Removal of Sidewalks	.35	70.00
310	lin. ft.	Removal of Curbs	.10	31.00
80	cu. yds.	3" - 0" Material in Subbase	1.00	80.00
20	cu. yds.	1" - 0" Material in Base	1.30	26.00
10	cu. yds.	Filler	.25	2.50
10	yd. mi.	Hauling Filler	.10	1.00
5	M-gal.	Sprinkling	1.50	7.50
				$ 1,481.50

6 Lane Dual Type Pavement (Sta. 450+00 to 468+14.3) (Contract No. 2267)

All Required		Clearing and Grubbing	$ - -	$ 47.00
10	cu. yds.	Trench Excavation	1.00	10.00
650	cu. yds.	Excavation, Single Classification	.18	117.00
100	yd. mi.	Truck Haul	.10	10.00
All Required		Fine Grading on Previously Graded Sections (14%)	- -	28.00
All Required		Finishing Work on Sections Not Previously Graded (5%)	- -	15.00
900	sq. yds.	Removal of Old Pavement	.20	180.00
330	lin. ft.	Removal of Curbs	.05	16.50
40	lin. ft.	8" Sewer Pipe	.40	16.00
3	only	Concrete Catch Basins	20.00	60.00
140	cu. yds.	Concrete Curbs	16.50	2,310.00
120	sq. yds.	Concrete Sidewalks	1.50	180.00
40	sq. yds.	Concrete Driveway Aprons	1.70	68.00

All Required		Constructing Recesses for Curb Markers (6%)	$ - -	$ 6.00
2,500	cu. yds.	3" - 0" Material in Subbase	.55	1,375.00
430	cu. yds.	3/4" - 0" Material in Cushion Course	1.00	430.00
120	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	1.05	126.00
50	cu. yds.	Filler	.40	20.00
50	yd. mi.	Hauling Filler	.10	5.00
9,000	sq. yds.	Portland Cement Concrete Pavement	1.50	13,500.00
730	lin. ft.	3/4" Expansion Joints	.12	87.60
100	lin. ft.	1" Expansion Joints	.05	5.00
4,900	lin. ft.	Contraction Joints	.02	98.00
730	only	Dowels	.16	116.80
3,400	lbs.	Tie Bars and Reinforcement	.05	170.00
965	tons	Asphaltic Concrete	4.70	4,535.50
120	tons	Cutback Asphalt Wearing Surface	4.70	564.00
				$ 24,034.40
		Subtotal		$ 25,575.90
		10% Engr. & Cont.		2,557.59
		Total		$ 28,133.49

Length 0.343 mile
Cost per mile $ 82,021.83

WORK OUTSIDE CITY

Grading (Sta. 468+14.3 to 469+65) (Contract No. 2225)

All Required		Clearing and Grubbing	$ - -	$ 12.00
20	cu. yds.	Trench Excavation	1.00	20.00
1,000	cu. yds.	Excavation, Single Classification	.35	350.00
All Required		Finishing and Trimming Earthwork	- -	19.00
100	lin. ft.	18" Concrete Pipe	2.00	200.00
30	cu. yds.	3" - 0" Material in Subbase	1.00	30.00
20	cu. yds.	1" - 0" Material in Base	1.30	26.00
5	cu. yds.	Filler	.25	1.25
5	yd. mi.	Hauling Filler	.10	.50
3	M-gal.	Sprinkling	1.50	4.50
				$ 663.25

4 Lane Dual Type Pavement (Sta. 468+14.3 to 469+65) (Contract No. 2267)

All Required	Clearing and Grubbing	$ - -	$ 4.00
All Required	Fine Grading on Previously Graded Sections (3%)	- -	6.00

350	cu. yds.	3" - 0" Material in Subbase	$ .55	$ 192.50
40	cu. yds.	3/4" - 0" Material in Cushion Course	1.00	40.00
30	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	1.05	31.50
10	cu. yds.	Filler	.40	4.00
10	yd. mi.	Hauling Filler	.10	1.00
750	sq. yds.	Portland Cement Concrete Pavement	1.50	1,125.00
50	lin. ft.	3/4" Expansion Joints	.12	6.00
400	lin. ft.	Contraction Joints	.02	8.00
50	only	Dowels	.16	8.00
300	lbs.	Tie Bars and Reinforcement	.05	15.00
75	tons	Asphaltic Concrete	4.70	352.50
15	tons	Cutback Asphalt Wearing Surface	4.70	70.50
				$ 1,864.00
		Subtotal		$ 2,527.25
		10% Engr. & Cont.		252.72
		Total		$ 2,779.97

Length .029 mile
Cost per mile $ 95,861.03

Grading (Sta. 469+65 to 493+90) (Contract No. 2825)

All Required		Clearing and Grubbing	$ - -	$ 187.00
140	cu. yds.	Trench Excavation	1.00	140.00
12,700	cu. yds.	Excavation, Single Classification	.35	4,445.00
All Required		Finishing and Trimming Earthwork	- -	299.00
150	lin. ft.	18" Concrete Pipe	2.00	300.00
240	lin. ft.	24" Concrete Pipe	2.50	600.00
33	lin. ft.	Salvaging Culvert Pipe	1.00	33.00
290	cu. yds.	3" - 0" Material in Subbase	1.00	290.00
70	cu. yds.	1" - 0" Material in Base	1.30	91.00
40	cu. yds.	Filler	.25	10.00
40	yd. mi.	Hauling Filler	.10	4.00
20	M-gal.	Sprinkling	1.50	30.00
				$ 6,429.00

6 Lane Dual Type Pavement (Sta. 469+65 to 493+90) (Contract No. 2267)

All Required		Clearing and Grubbing	$ - -	$ 61.00
All Required		Fine Grading on Previously Graded Sections(20%)	- -	40.00

20	cu. yds.	Concrete Curbs	$ 16.50	$ 330.00
All Required		Constructing Recesses for Curb Markers (36)	- -	3.00
230	lin. ft.	1" Electrical Conduit	.20	46.00
3,200	cu. yds.	3" - 0" Materials in Subbase	.55	1,760.00
400	cu. yds.	3/4" - 0" Materials in Base	1.00	400.00
160	cu. yds.	3/4" - 0" Materials in Shoulders and Surfacing	1.05	168.00
50	cu. yds.	Filler	.40	20.00
50	yd. mi.	Hauling Filler	.10	5.00
11,900	sq. yds.	Portland Cement Concrete Pavement	1.50	17,850.00
920	lin. ft.	3/4" Expansion Joints	.12	110.40
100	lin. ft.	1" Expansion Joints	.03	3.00
6,600	lin. ft.	Contraction Joints	.02	132.00
920	only	Dowels	.16	147.20
4,500	lbs.	Tie Bars and Reinforcement	.05	225.00
210	tons	Asphaltic Concrete	4.70	987.00
65	tons	Cutback Asphalt Wearing Surface	4.70	305.50
				$ 22,593.10

Culverts (Sta. 475+00) (489+93) (Contract No. 2226)

317	cu. yds.	Excavation for Culverts	$ 1.25	$ 396.25
85	cu. yds.	Class "A" Concrete in Culverts	18.30	1,555.50
15,180	lbs.	Metal Reinforcement	.045	683.10
				$ 2,634.85
		Subtotal		$ 31,696.95
		10% Engr. & Cont.		3,165.69
		Total		$ 34,862.64

Length	0.450 mile
Cost per mile	$ 82,372.95

Grading (Sta. 493+90 to 498+20) (Contract No. 2225)

All Required		Clearing and Grubbing	$ - -	$ 34.00
50	cu. yds.	Trench Excavation	1.00	50.00
2,700	cu. yds.	Excavation, Single Classification	.35	945.00
All Required		Finishing and Trimming Earthwork	- -	55.00
50	lin. ft.	18" Concrete Pipe	2.00	100.00
37	lin. ft.	Salvaging Culvert Pipe	1.00	37.00
45	lin. ft.	Installing 36" Culvert Pipe	1.00	45.00
50	cu. yds.	3" - 0" Materials in Subbase	1.00	50.00
10	cu. yds.	1" - 0" Materials in Base	1.30	13.00
5	cu. yds.	Filler	.25	1.25

5	yd. mi.	Hauling Filler	$ .10	$ .50
3	M-gal.	Sprinkling	1.50	4.50
				$ 1,333.85

3 Lane Dual Type Pavement (Sta. 493+90 to 498+70) (Contract No. 2267)

All Required		Clearing and Grubbing	$- -	$ 11.00
5	cu. yds.	Trench Excavation	1.00	5.00
150	cu. yds.	Excavation, Single Classification	.18	27.00
40	yd. mi.	Truck Haul	.10	4.00
All Required		Fine Grading on Previously Graded Sections (5%)	- -	6.00
All Required		Finishing Work on Sections Not Previously Graded (5%)	- -	15.00
30	lin. ft.	18" Concrete Pipe	1.80	54.00
50	cu. yds.	Concrete Curbs	16.50	825.00
All Required		Constructing Recesses for Curb Markers (15%)	- -	12.00
800	cu. yds.	3" - 0" Materials in Subbase	.55	440.00
110	cu. yds.	3/4" - 0" Materials in Cushion Course	1.00	110.00
50	cu. yds.	3/4" - 0" Materials in Shoulders and Surfacing	1.05	52.50
20	cu. yds.	Filler	.40	8.00
20	yd. mi.	Hauling Filler	.10	2.00
2,200	sq. yds.	Portland Cement Concrete Pavement	1.50	3,300.00
160	lin. ft.	3/4" Expansion Joints	.12	19.20
1,100	lin. ft.	Contraction Joints	.02	22.00
160	only	Dowels	.16	25.60
800	lbs.	Tie Bars and Reinforcement	.05	40.00
250	tons	Asphaltic Concrete	4.70	1,175.00
60	tons	Cutback Asphalt Wearing Surface	4.70	282.00
				$ 6,435.30

Culvert, Sta. 494+80 (Contract No. 2226)

12	cu. yds.	Excavation for Culverts	$ 1.25	$ 15.00
35	cu. yds.	Class "A" Concrete in Culverts	18.30	640.50
6,210	lbs.	Metal Reinforcement	.045	279.45
				$ 934.95

Subtotal	$ 8,705.50
10% Engr. & Cont.	870.55
Total	$ 9,576.05

Length	.082 mile
Cost per mile	$ 116,781.09

Grading (Sta. 498+20 to 505+50) (Contract No. 2225)

All Required		Clearing and Grubbing	$ - -	$ 57.00
50	cu. yds.	Trench Excavation	1.00	50.00
1,300	cu. yds.	Excavation, Single Classification	.35	455.00
All Required		Finishing and Trimming Earthwork	- -	52.00
30	lin. ft.	Salvaging Culvert Pipe	1.00	30.00
45	lin. ft.	Installing 36" Culvert Pipe	1.00	45.00
90	cu. yds.	3" - 0" Materials in Subbase	1.00	90.00
20	cu. yds.	1" - 0" Materials in Base	1.30	26.00
10	cu. yds.	Filler	.25	2.50
10	yd. mi.	Hauling Filler	.10	1.00
5	M-gal.	Sprinkling	1.50	7.50
				$ 816.00

4 Lane Dual Type Pavement (Sta. 498+20 to 505+50) (Contract No. 2267)

All Required		Clearing and Grubbing	$ - -	$ 19.00
85	cu. yds.	Trench Excavation	1.00	85.00
75	cu. yds.	Excavation, Single Classification	.18	13.50
20	yd. mi.	Truck Haul	.10	2.00
All Required		Fine Grading on Previously Graded Sections (7%)	- -	14.00
All Required		Finishing Work on Sections Not Previously Graded (8%)	- -	24.00
60	lin. ft.	Salvaging Culvert Pipe	.50	30.00
All Required		Constructing Recesses for Curb Markers (3%)	- -	3.00
150	lin. ft.	1" Electrical Conduit	.20	30.00
600	cu. yds.	3" - 0" Material in Subbase	.55	330.00
80	cu. yds.	3/4" - 0" Material in Cushion Course	1.00	80.00
70	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	1.05	73.50
10	cu. yds.	Filler	.40	4.00
10	yd. mi.	Hauling Filler	.10	1.00
1,850	sq. yds.	Portland Cement Concrete Pavement	1.50	2,775.00
140	lin. ft.	3/4" Expansion Joints	.12	16.80
1,000	lin. ft.	Construction Joints	.02	20.00
140	only	Dowels	.16	22.40
700	lbs.	Tie Bars and Reinforcement	.05	35.00
100	tons	Asphaltic Concrete	4.70	470.00
30	tons	Cutback Asphalt Wearing Surface	4.70	141.00
				$ 4,189.20

Culvert, Sta. 499+43 (Contract No. 2226)

125	cu. yds.	Excavation for Culverts	$ 1.25	$ 156.25
35	cu. yds.	Class "A" Concrete in Culverts	18.30	640.50
6,210	lbs.	Metal Reinforcement	.045	279.45
All Required		Maintenance of Traffic	- -	450.00
90	lin. ft.	Salvaging Culvert Pipe	1.00	90.00
				$ 1,616.20
			Subtotal	$ 6,661.40
			10% Engr. & Cont.	666.14
			Total	$ 7,327.54

Length 0.138 mile
Cost per mile $ 53,098.11

Grading (Sta. 505+50 to 513+90) (Contract No. 2225)

All Required		Clearing and Grubbing	$ - -	$ 67.00
300	cu. yds.	Excavation, Single Classification	.35	105.00
All Required		Finishing and Trimming Earthwork	- -	107.00
100	cu. yds.	3" - 0" Materials in Subbase	1.00	100.00
20	cu. yds.	1" - 0" Materials in Base	1.30	26.00
10	cu. yds.	Filler	.25	2.50
10	yd. mi.	Hauling Filler	.10	1.00
4	M-gal.	Sprinkling	1.50	6.00
				$ 414.50

Asphaltic Taper Connection (Sta. 505+50 to 513+90) (Contract No. 2267)

All Required		Clearing and Grubbing	$ - -	$ 22.00
125	cu. yds.	Excavation, Single Classification	.18	22.50
40	yd. mi.	Truck Haul	.10	4.00
All Required		Fine Grading on Previously Graded Section (7%)	- -	14.00
All Required		Finishing Work on Sections Not Previously Graded (8%)	- -	27.00
20	cu. yds.	Concrete Curbs	16.50	330.00
650	cu. yds.	3" - 0" Material in Subbase	.55	357.50
40	cu. yds.	3/4" - 0" Material in Cushion Course	1.00	40.00
70	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	1.05	73.50
10	cu. yds.	Filler	.40	4.00
10	yd. mi.	Hauling Filler	.10	1.00

270	tons	Asphaltic Concrete	$ 4.70	$ 1,269.00
120	tons	Cutback Asphalt Wearing Surface	4.70	564.00
				$ 2,728.50
		Subtotal		$ 3,143.00
		10% Engr. & Cont.		314.30
		Total		$ 3,457.30

Length 0.161 mile
Cost per mile $ 21,473.91

Triple 6 x 10 Culvert (Sta. 474+08.6 to 474+58.2) (Contract No. 2226)

490	cu. yds.	Excavation for Culverts	$ 1.25	$ 612.50
285	cu. yds.	Class "A" Concrete	18.30	5,215.50
37,200	lbs.	Metal Reinforcement	.045	1,674.00
500	lbs.	Copper	.50	250.00
		Subtotal		$ 7,752.00
		10% Engr. & Cont.		775.20
		Total		$ 8,527.20

Length .009 mile

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Within City of Albany			
Sta. 450+00 to 468+14.3	$ 28,133.49	$ 16,881.00	$ 11,252.49
Outside City			
Sta. 468+14.3 to 469+65	2,779.97	1,668.00	1,111.97
Sta. 469+65 to 493+90	34,822.64	20,896.00	13,926.64
Sta. 493+90 to 498+20	9,576.05	5,746.00	3,830.05
Sta. 498+20 to 505+50	7,327.54	4,397.00	2,930.54
Sta. 505+50 to 513+90	3,457.30	2,075.00	1,382.30
Bridge, Sta. 474+33	8,527.20	5,117.00	3,410.20
	$ 94,624.19	$ 56,780.00	$ 37,844.19

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

#2225

56-E-1

February 1, 1940

Great American Indemnity Company,
Harvey Wells-Reed Insurance Agency, Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Leonard & Slate on Contract No. 2225, South Unit, Albany Section of the Pacific Highway East in Linn County.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

R.H.Baldock

56-E-1

January 31st, 1940

COST ANALYSIS-FINAL REPORT

South Unit, Albany Section
Prefix 22-1026
Leonard & Slate, Contractors

Pacific Highway East
Contract #2225
R. A. Furrow, Resident Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$368.93	All			$500.00
Trench Excavation	455.28	354.37 cu. yd.	1.28	1.00	354.37
Excavation, Single Class	7,411.78	19,905.2 " "	0.37	0.35	6,966.82
Finish & Trim Earthwork	693.94	All			800.00
Remove Old Pavement	5.37	15.33 sq. yd.	0.35	0.35	5.37
18" Concrete Pipe	553.68	312 lin. ft.	1.77	2.00	624.00
24" " "	757.28	324 " "	2.33	2.50	810.00
Salvage Culverts	66.00	66 " "	1.00	1.00	66.00
Install 36" Culvert	40.16	54 " "	0.74	1.00	54.00
3"-0" Pit Run in Subbase	279.62	324 cu. yd.	0.86	1.00	324.00
1"-0" Crushed Mat'l in Base	84.80	73 " "	1.16	1.30	94.90
	$10,716.84				$10,599.46

Total Cost	$10,716.84
Gross Revenue	10,599.46
Net Loss	$117.38

Net Loss Equals 1.1% of Gross Revenue

NOTED
ate Highway Engineer

South Unit, Albany
Leonard & Slate, Contractors

Detail of Cost

Labor:

Supervision	$236.00	
Labor	3,792.53	
State Industrial Accident Insurance	261.86	
Unemployment & Social Security	161.16	
		$4,451.55

Materials:

18" Concrete Pipe	324 lin. ft. at	$1.03	$333.72	
24" " "	312 " " "	1.49	464.88	
Royalty on Pit Run Gravel	324 cu. yd. "	0.05	16.20	
Right to Travel over Farm			5.00	
1"-0" Crushed Gravel	73 " " "	1.00	73.00	
				892.80

Small Tools & Miscellaneous Supplies:

Equipment Rental	$2,755.25	
Hired Equipment	923.31	
Gas, Oil and Grease	728.40	
Main Office	317.98	
Small Tools & Miscellaneous Supplies	261.44	
Freight and Cartage	225.89	
Bond	105.99	
Public Liability & Damage	40.28	
Signs	13.95	
		5,372.49
		$10,716.84

South Unit, Albany Section

REMARKS:

This contract was bid and awarded September 28th, 1939; work was started October 9th, and the contract was completed November 14th.

The work consisted mainly of excavation, much of this being from widening and cleaning ditches. Weather, therefore, was an important factor, and considerable equipment was hired to hasten the completion. Fortunately during the month of operation there was no rain, but the hiring of equipment increased the cost.

Bar run material for 3" - 0" subbase was secured from the Calapooya River, 1.5 miles west of the job. Crushed base materials were purchased from the Albany Sand & Gravel Co.

Two 96 h.p. tractors and bulldozers, 1-30 h.p. tractor and bulldozer, 2-13 cu. yd. scrapers 1-1½ cu. yd. shovel, 2-5 cu. yd. trucks, 1 pull blade and 1 power blade were the owned equipmend used on the job. Hired equipment consisted of 2 - 3/8 cu. yd. shovels and from 1 to 8 small trucks.

A small loss was sustainedon this contract due mainly to a low bid. Use of excessive equipment did increase the costs, but this was justified as the grading would have been very difficult during wet weather.

E. H. Clymer
Cost Analyst

By . . J. D. Nelson

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
DEC 29 1939
STATE HIGHWAY COMMISSION

December 27, 1939

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Supplemental P. S. and E. documents for Oregon Federal Aid Project No. 56-E (1), the South Unit of the Albany Section of the Pacific Highway, have today been recommended for approval. This is your authority to advertise for bids, subject to final review and approval of the plans and specifications by the Commissioner of Public Roads.

Very truly yours,

W. H. LYNCH,
District Engineer.

By L Caufield
L. C. Caufield,
Senior Highway Engineer.

Oregon State Highway Department

Federal Aid Project
No. 56-E (1)

SOUTH UNIT, ALBANY SECTION OF THE PACIFIC HIGHWAY EAST IN LINN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement).

Salem, Oregon, December 23, 1939.

WORK INSIDE CITY OF ALBANY

Grading, Sta. 450+00 to 468+14.3 (Contract No. 2225).

All Required		Clearing and Grubbing	- -	$ 143.00
2,000	cu. yds.	Excavation, Single Classification	$ .35	700.00
All Required		Finishing & Trimming Earthwork	- -	228.00
550	sq. yds.	Removal of Old Pavement	.35	192.50
200	" "	Removal of Sidewalks	.35	70.00
310	lin. ft.	Removal of Curbs	.10	31.00
80	cu. yds.	3" - 0" Material in Sub-base	1.00	80.00
20	" "	1" - 0" Material in Base	1.30	26.00
10	" "	Filler	.25	2.50
10	yd. mi.	Hauling Filler	.10	1.00
5	M-gals.	Sprinkling	1.50	7.50
				$1,481.50

6 Lane Dual Type Pavement (Sta. 450+00 to 468+14.3)

All Required		Clearing and Grubbing		$ 150.00
10	cu. yds.	Trench Excavation	$1.00	10.00
650	" "	Excavation, Single Classification	.25	162.50
100	yd. mi.	Truck Haul	.12	12.00
All Required		Fine Grading on Previously Graded Sections	- -	100.00
All Required		Finishing Work on Sections not Previously Graded	- -	30.00
900	sq. yds.	Removal of Old Pavement	.30	270.00
330	lin. ft.	Removal of Curbs	.10	33.00
40	" "	8" Sewer Pipe	.70	28.00
3	only	Concrete Catch Basins	25.00	75.00
140	cu. yds.	Concrete Curbs	18.00	2,520.00
120	sq. yds.	Concrete Sidewalks	1.50	180.00
40	" "	Concrete Driveway Aprons	1.80	72.00
All Required		Constructing Recesses for Curb Markers	- -	5.00

2,500	cu. yds.	3" - 0" Material in Sub-base	$ .60	$ 1,500.00
430	" "	3/4" - 0" Material in Cushion Course	1.50	645.00
120	" "	3/4" - 0" Material in Shoulders and Surfacing	1.50	180.00
50	" "	Filler	.40	20.00
50	yd. mi.	Hauling Filler	.15	7.50
9,000	sq. yds.	Portland Cement Concrete Pavement	1.60	14,400.00
730	lin. ft.	3/4" Expansion Joints	.15	109.50
100	" "	1" Expansion Joints	.10	10.00
4,900	" "	Contraction Joints	.03	147.00
730	only	Dowels	.15	109.50
3,400	lbs.	Tie Bars & Reinforcement	.06	204.00
965	tons	Asphaltic Concrete	5.00	4,825.00
120	"	Cutback Asphalt Wearing Surface	5.00	600.00
				$26,405.00
		Subtotal...........		$27,886.50
		10% Engr. & Cont...		2,788.65
		Total..............		$ 30,675.15

Length 0.343 miles
Cost per mile - $89,431.92

WORK OUTSIDE CITY

Grading (Sta. 468+14.3 to 469+65) (Contract No. 2225)

All Required		Clearing and Grubbing		$ 12.00
20	cu. yds.	Trench Excavation	1.00	20.00
1,000	" "	Excavation, Single Classification	.35	350.00
All Required		Finishing and Trimming Earthwork	- -	19.00
100	lin. ft.	18" Concrete Pipe	2.00	200.00
30	cu. yds.	3" - 0" Material in Subbase	1.00	30.00
20	" "	1" - 0" Material in Base	1.30	26.00
5	" "	Filler	.25	1.25
5	yd. mi.	Hauling Filler	.10	.50
3	M-gals.	Sprinkling	1.50	4.50
				$ ~~650.75~~ 663.25

6 Lane Dual Type Pavement (Sta. 468+14.3 to 469+65)

All Required		Clearing and Grubbing		$ 10.00
" "		Fine Grading on Previously Graded Sections		20.00
350	cu. yds.	3" - 0" Material in Subbase	.60	210.00
40	" "	3/4" - 0" Material in Cushion Course	1.50	60.00

30	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	$ 1.50	$ 45.00
10	" "	Filler	.40	4.00
10	yd. mi.	Hauling Filler	.15	1.50
750	sq. yds.	Portland Cement Concrete Pavement	1.60	1,200.00
50	lin. ft.	3/4" Expansion Joints	.15	7.50
400	" "	Contraction Joints	.03	12.00
50	only	Dowels	.15	7.50
300	lbs.	Tie Bars & Reinforcement	.06	18.00
75	tons	Asphaltic Concrete	5.00	375.00
15	"	Cutback Asphalt Wearing Surfacing	5.00	75.00
				$2,045.50
		Subtotal..................		$2,695.75
		10% Engr. & Cont..........		269.57
		Total.....................		$2,965.32

Length 0.029 mile
Cost per mile $102,252.41

Grading (Sta. 469+65 to 493+90) (Contract No. 2225)

All Required		Clearing and Grubbing		$ 187.00
140	cu. yds.	Trench Excavation	$1.00	140.00
12,700	" "	Excavation, Single Classification	.35	4,445.00
All Required		Finishing and Trimming Earthwork	- -	299.00
150	lin. ft.	18" Concrete Pipe	2.00	300.00
240	" "	24" " "	2.50	600.00
33	" "	Salvaging Culvert Pipe	1.00	33.00
290	cu. yds.	3" - 0" Material in Sub-base	1.00	290.00
70	" "	1" - 0" Material in Base	1.30	91.00
40	" "	Filler	.25	10.00
40	yd. mi.	Hauling Filler	.10	4.00
20	M-gals.	Sprinkling	1.50	30.00
				$6,429.00

6 Lane Dual Type Pavement (Sta. 469+65 to 493+90)

All Required		Clearing and Grubbing		$ 190.00
" "		Fine Grading on Previously Graded Section		150.00
20	cu. yds.	Concrete Curbs	$18.00	360.00
All Required		Constructing Recesses for Curb Markers	- -	2.00
230	lin. ft.	1" Electrical Conduit	.25	57.50
3,200	cu. yds.	3" - 0" Materials in Sub-base	.60	1,920.00
400	" "	3/4" - 0" Materials in Base	1.50	600.00
160	" "	3/4" - 0" Materials in Shoulders and Surfacing	1.50	240.00

50	cu. yds.	Filler	$ .40	$ 20.00
50	yd. mi.	Hauling Filler	.15	7.50
11,900	sq. yds.	Portland Cement Concrete Pavement	1.60	19,040.00
920	lin. ft.	3/4" Expansion Joints	.15	138.00
100	" "	½" Expansion Joints	.10	10.00
6,600	" "	Contraction Joints	.03	198.00
920	only	Dowels	.15	138.00
4,500	lbs.	Tie Bars and Reinforcement	.06	270.00
210	tons	Asphaltic Concrete	5.00	1,050.00
65	"	Cutback Asphalt Wearing Surface	5.00	325.00
				$ 24,716.00

Culverts (Sta. 475+00) (489+93) (Contract No. 2226)

317	cu. yds.	Excavation for Culverts	$ 1.25	$ 396.25
85	" "	Class "A" Concrete in Culverts	18.30	1,555.50
15,180	lbs.	Metal Reinforcement	.045	683.10
				$ 2,634.85
		Sub-total..............		$ 33,779.85
		10% Engr. & Cont......		3,377.98
		Total..................		$ 37,157.83

Length 0.450 mile
Cost per mile $82,572.95

Grading (Sta. 493+30 to 498+20) (Contract No. 2225)

All Required		Clearing and Grubbing		$ 34.00
50	cu. yds.	Trench Excavation	$ 1.00	50.00
2,700	" "	Excavation, Single Classification	.35	945.00
All Required		Finishing and Trimming Earthwork	- -	55.00
50	lin. ft.	18" Concrete Pipe	2.00	100.00
37	" "	Salvaging Culvert Pipe	1.00	37.00
45	" "	Installing 36" Culvert Pipe	1.00	45.00
50	cu. yds.	3" - 0" Materials in Sub-base	1.00	50.00
10	" "	1" - 0" Materials in Base	1.30	13.00
5	" "	Filler	.25	1.25
5	yd. mi.	Hauling Filler	.10	.50
3	M-gals.	Sprinkling	1.50	4.50
				$ 1,335.25

5 Lane Dual Type Pavement (Sta. 493+30 to 498+20)

All Required		Clearing and Grubbing		$ 40.00
5	cu. yds.	Trench Excavation	$1.00	5.00
150	" "	Excavation, Single Classification	.25	37.50

40	yd. mi.	Truck Haul	$ .12	$ 4.80
All Required		Fine Grading on Previously Graded Section	- -	20.00
All Required		Finishing Work on Sections not Previously Graded	- -	30.00
30	lin. ft.	18" Concrete Pipe	2.00	60.00
50	cu. yds.	Concrete Curbs	18.00	900.00
All Required		Constructing Recesses for Curb Markers	- -	10.00
800	cu. yds.	3" - 0" Material in Sub-base	.60	480.00
110	" "	3/4" - 0" Material in Cushion Course	1.50	165.00
50	" "	3/4" - 0" Material in Shoulders and Surfacing	1.50	75.00
20	" "	Filler	.40	8.00
20	yd. mi.	Hauling Filler	.15	3.00
2,200	sq. yds.	Portland Cement Concrete Pavement	1.60	3,520.00
160	lin. ft.	3/4" Expansion Joints	.15	24.00
1,100	" "	Contraction Joints	.03	33.00
160	only	Dowels	.15	24.00
800	lbs.	Tie Bars and Reinforcement	.06	48.00
250	tons	Asphaltic Concrete	5.00	1,250.00
60	"	Cutback Asphalt Wearing Surface	5.00	300.00
				$ 7,037.50

Culvert, Sta. 494+80 (Contract No. 2226)

12	cu. yds.	Excavation for Culverts	$1.25	$ 15.00
35	" "	Class "A" Concrete in Culverts	18.30	640.50
6,210	lbs.	Metal Reinforcement	.045	279.45
				$ 934.95
			Sub-total...........	$ 9,307.50
			10% Engr. & Cont....	930.75
			Total................	$10,238.25

Length .082 mile
Cost per mile $124,856.70

Grading (Sta. 498+20 to 505+50) (Contract No. 2225)

All Required		Clearing and Grubbing		$ 57.00
50	cu. yds.	Trench Excavation	$1.00	50.00
1,300	" "	Excavation, Single Classification	.35	455.00
All Required		Finishing and Trimming Earthwork	- -	92.00
30	cu. yds.	Salvaging Culvert Pipe	1.00	30.00
45	" "	Installing 36" Culvert Pipe	1.00	45.00
90	" "	3" - 0" Materials in Sub-base	1.00	90.00
20	" "	1" - 0" Materials in Base	1.30	26.00

10	cu. yds.	Filler	$ .25	$ 2.50
10	yd. mi.	Hauling Filler	.10	1.00
5	M-gals.	Sprinkling	1.50	7.50
				$ 856.00

4 Lane Dual Type Pavement (Sta. 498+20 to 505+50)

All Required		Clearing and Grubbing	- -	$ 60.00
85	cu. yds.	Trench Excavation	$1.00	85.00
75	" "	Excavation, Single Classification	.25	18.75
20	yd. mi.	Truck Haul	.12	2.40
All Required		Fine Grading on Previously Graded Sections	- -	50.00
All Required		Finishing Work on Sections not Previously Graded	- -	50.00
60	lin. ft.	Salvaging Culvert Pipe	.75	45.00
All Required		Constructing Recesses for Curb Markers	- -	2.00
150	lin. ft.	1" Electrical Conduit	.25	37.50
600	cu. yds.	3" - 0" Material in Sub-base	.60	360.00
80	" "	3/4" - 0" Material in Cushion Course	1.50	120.00
70	" "	3/4" - 0" Material in Shoulders and Surfacing	1.50	105.00
10	" "	Filler	.40	4.00
10	yd. mi.	Hauling Filler	.15	1.50
1,850	sq. yds.	Portland Cement Concrete Pavement	1.60	2,960.00
140	lin. ft.	3/4" Expansion Joints	.15	21.00
1,000	" "	Contraction Joints	.03	30.00
140	only	Dowels	.15	21.00
700	lbs.	Tie Bars and Reinforcement	.06	42.00
100	tons	Asphaltic Concrete	5.00	500.00
30	"	Cutback Asphalt Wearing Surface	5.00	150.00
				$ 4,665.15

Culvert, Station 499+43 (Contract No. 2226)

125	cu. yds.	Excavation for Culverts	$ 1.25	$ 156.25
35	" "	Class "A" Concrete in Culverts	18.30	640.50
6,210	lbs.	Metal Reinforcement	.045	279.45
All Required		Maintenance of Traffic	- -	450.00
90	lin. ft.	Salvaging Culvert Pipe	1.00	90.00
				$ 1,616.20

Sub-total..........	$ 7,137.35
10% Engr. & Contr...	713.73
Total...............	$ 7,851.08

Length 0.138 mile
Cost per mile $56,891.88

Grading (Sta. 505+50 to 513+90) (Contract No. 2225)

All Required		Clearing and Grubbing	$ - -	$ 67.00
300	cu. yds.	Excavation, Single Classification	.35	105.00
All Required		Finishing and Trimming Earthwork	- -	107.00
100	cu. yds.	3" - 0" Materials in Sub-base	1.00	100.00
20	" "	1" - 0" Materials in Base	1.30	26.00
10	" "	Filler	.25	2.50
10	yd. mi.	Hauling Filler	.10	1.00
4	M-gals.	Sprinkling	1.50	6.00
				$ 414.50

Asphaltic Taper Connection (Sta. 505+50 to 513+90)

All Required		Clearing and Grubbing	$ - -	$ 70.00
125	cu. yds.	Excavation, Single Classification	.25	31.25
40	yd. mi.	Truck Haul	.12	4.80
All Required		Fine Grading on Previously Graded Section	- -	50.00
All Required		Finishing Work on Sections not Previously Graded	- -	50.00
20	cu. yds.	Concrete Curbs	18.00	360.00
650	" "	3" - 0" Material in Sub-base	.60	390.00
40	" "	3/4" - 0" Material in Cushion Course	1.50	60.00
70	" "	3/4" - 0" Material in Shoulders and Surfacing	1.50	105.00
10	" "	Filler	.40	4.00
10	yd. mi.	Hauling Filler	.15	1.50
270	tons	Asphaltic Concrete	5.00	1,350.00
120	"	Cutback Asphalt Wearing Surface	5.00	600.00
				$3,076.55

Sub-total..............	$3,491.05
10% Engr. & Cont.......	349.10
Total..................	$3,840.15

Length 0.161 mile
Cost per mile $23,851.86

Triple 6 x 10 Culvert, Sta. 474+08.6 to 474+58.2) (Contract No. 2226)

490	cu. yds.	Excavation for Culverts	$1.25	$ 612.50
285	" "	Class "A" Concrete	18.30	5,215.50
37,200	lbs.	Metal Reinforcement	.045	1,674.00
500	lbs.	Copper	.50	250.00

Sub-total.............	$7,752.00
10% Engr. & Cont......	775.20
Total.................	$8,527.20

Length .009 mile

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Within City of Albany			
Sta. 450+00 to 468+14.3	$ 30,675.15	$18,407.00	$12,268.15
Outside City			
Sta. 468+14.3 to 469+65	2,965.32	1,779.00	1,186.32
Sta. 469+65 to 493+90	37,157.83	22,297.00	14,860.83
Sta. 493+90 to 498+20	10,238.25	6,144.00	4,094.25
Sta. 498+20 to 505+50	7,851.08	4,711.00	3,140.08
Sta. 505+50 to 513+90	3,840.15	2,304.00	1,536.15
Bridge, 474+33	8,527.20	5,118.00	3,409.20
	$101,254.98	$60,760.00	$40,494.98

1939 Federal Aid Funds, Roadway $18,200.00, Length .393 miles.
1940 " " " " 37,442.00 " .810 "
" " " " Bridge 5,118.00 " .009 "

Form E-1—5M—3-39

56-E-1

✓

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 11, 1939

Section South Unit-Albany

Kind of work Grading

Highway Pacific East

Section prefix 22-1026

Contractor Leonard & Slate

Contract number 2225

Date of contract September 28, 1939

Date of completion April 30, 1940

Date work started October 2, 1939

Estimated date of completion ...., 193..

Amount of contract $11,179.50

Per cent of time elapsed ....%

Estimated cost of completed project, exclusive of engineering $11,800

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $825.00, 7.4 %

Date project was completed Nov. 7, 1939

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Job completed on Tuesday with the exception of filling over and in the vicinity of the culverts that are being constructed by Averill & Corbin. It is expected that this work will be done by the latter contractors upon completion by them of the culverts.

Mr. Eason went over the job on Monday.

NOTED
[illegible]

H. G. SMITH

NOTED
RAY WEBBER

RECEIVED
NOV 1 1939

RECEIVED
NOV 13 1939
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

NOTED
VAN SCOY

Signed C. E. Eason

Address Albany.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.2				
Miles partially completed	1.2				
Miles completed	1.2				
Total estimated quantities	20,000				
Estimated quantities moved or placed to date	20,000				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	3				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	6					2	8
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors	1						1

Equipment used during week: Shovels ...., Power graders 1, Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers 1, Sheet-foot rollers ...., carryalls 1 ...., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	Clear		
Tuesday	"		
Wednesday	Fog to Clear		
Thursday	" " "		
Friday	" " "		
Saturday	Cloudy		

STATE PRINTING DEPT.

RECEIVED
OCT 27 1939
FOR FILING

56-E-1

October 26. 1939

LEONARD & SLATE

Multnomah, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2225 which was awarded to you on September 28, 1939, by the State Highway Commission, covering the grading of the South Unit, Albany Section, of the Pacific Highway East, in Linn County.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

56-8-1

October 2, 1939

LEONARD & SLATE
Multnomah, Oregon

Gentlemen:

We are sending you today by express four copies of Contract No. 2225, which was awarded to you by the Oregon State Highway Commission on September 28, 1939, covering the grading of the South Unit, Albany Section, of the Pacific Highway East, in Linn County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragrapg under Section 5 (page 14) of the printed GENERAL PROVISIONS, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the mimeographed page immediately preceding the colored pages, relating to the payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION
By

Secretary

MBL

September 29, 1939

Leonard & Slate

Multnomah, Oregon

Gentlemen:

The State Highway Commission on September 28, 1939, awarded you the contract for 1.2 miles grading on the South Unit, Albany Section of the Pacific Highway, in Linn County, at your bid of $11,179.50 which was the second low bid received for this project. The low bidder, E. C. Hall Company, qualified its bid by stating that it would not accept this job unless awarded also the contract covering bridge construction on this section of highway. However, it was not to the state's advantage to award the contract to E. C. Hall Company.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary

AM

cc - Mr. S. H. Probert
Mr. G. S. Paxson

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

September 28, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. 56-E (1), the South Unit of the Albany Section of Pacific Highway East, to Leonard & Slate, Multnomah, Oregon, who submitted the second low bid, the low bidder having qualified his bid by stating that he would not accept this project unless also awarded the contract for the bridges on FAP 56-E (1) and 56-F (1). His bid was not low on the bridge project, consequently, award was made to the second low bidder.

Very truly yours,

W. H. LYNCH
District Engineer

By T. M. Davis
T. M. Davis
Sr. Highway Engineer

September 27, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Please be advised that all necessary right of way has been acquired on the South Unit, Albany Section, Project No. FA 56-E (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Salem, Oregon
September 25, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed five copies of special provision page number 28 and five copies of letter to prospective bidders, for the South Unit, Albany Section, Project No. FA 56-E (1), concerning work to be performed in the vicinity of buildings on right of way.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

RECEIVED
SEP 15 1939

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

September 13, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 56-E (1), the South Unit of the Albany section of the Pacific Highway, have today been recommended for approval. This is your authority to advertise for bids, subject to final review and approval of the plans and specifications by the Commissioner of Public Roads.

Concurrence in award will be withheld until all of the right of way is secured.

It is noted that all of the culverts are lumped in the preliminary estimate, although all but the culvert at Station 474+08.6 to 474+58.2 should be included in the grading and the large one should be segregated as a bridge. It would be appreciated if more care were taken in preparing the estimates to follow previous instructions, particularly in a case of this kind where so little time is allowed for our review of the P.S.& E.

Please separate the bridge from the grading structures when the project agreement estimate is submitted.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

September 12, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and five copies of right of way statement for the South Unit, Albany Section, Project No. FA 56-E (1).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

It is proposed to abandon the portion of Project No. FA 56-B from the original, beginning at the south city limits, and the connection with 56-E (1), the length of this portion being 0.922 mile. Revised plans for 56-B, showing this abandoned portion, will be submitted later.

It is our suggestion that the present work to be done on 56-E (1) be included in the 1940 program.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/ER

Encl.

Oregon State Highway Department   Federal Aid Project No. 56-E(1)

SOUTH UNIT, ALBANY SECTION OF THE PACIFIC HIGHWAY EAST IN LINN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 12, 1939

WORK INSIDE CITY OF ALBANY

Roadwork, Sta. 450+90 to 468+14.3

All Required		Clearing and Grubbing	$ - -	$ 150.00
2,000	cu. yds.	Excavation, Single Classif.	.40	800.00
All Required		Finishing and Trimming Earthwork	- -	150.00
550	sq. yds.	Removal of Old Pavement	.40	220.00
200	sq. yds.	Removal of Sidewalks	.20	40.00
310	lin. ft.	Removal of Curbs	.15	46.50
80	cu. yds.	3" - 0" Material in Sub-base	1.00	80.00
20	cu. yds.	1" - 0" Material in Base	1.75	35.00
10	cu. yds.	Filler	.50	5.00
10	yd. mi.	Hauling Filler	.20	2.00
5	M-gal.	Sprinkling	1.50	7.50
			Subtotal	$ 1,536.00
			10% Engr. & Cont.	153.60
			Total	$ 1,689.60
		Length	0.343 mile	
		Cost per mile	$ 4,925.94	

WORK OUTSIDE OF CITY

Roadwork, Sta. 468+14.3 to 513+90

All Required		Clearing and Grubbing	$ - -	$ 350.00
260	cu. yds.	Trench Excavation	1.00	260.00
18,000	cu. yds.	Excavation, Single Classif.	.40	7,200.00
All Required		Finishing and Trimming Earthwork	- -	350.00
300	lin. ft.	18" Concrete Pipe	2.00	600.00
240	lin. ft.	24" Concrete Pipe	3.00	720.00
100	lin. ft.	Salvaging Culvert Pipe	.75	75.00

90	lin. ft.	Installing 36" Culvert Pipe	$ 2.00	$ 180.00
560	cu. yds.	3" - 0" Material in Sub-base	1.00	560.00
140	cu. yds.	1" - 0" Material in Base	1.75	245.00
70	cu. yds.	Filler	.50	35.00
70	yd. mi.	Hauling Filler	.20	14.00
35	M-gal.	Sprinkling	1.50	52.50
				$ 10,641.50

Culverts

944	cu. yds.	Excavation for Culverts	$ 2.00	$ 1,888.00
440	cu. yds.	Class "A" Concrete in Culverts	21.00	9,240.00
64,800	lbs.	Metal Reinforcement	.055	3,564.00
500	lbs.	Copper	.50	250.00
All Required		Maintenance of Traffic	- -	300.00
90	lin. ft.	Salvaging Culvert Pipe	2.00	180.00
				$ 15,422.00

Subtotal	$ 26,063.50
10% Engr. & Cont.	2,606.35
Total	$ 28,669.85
Length	0.869 mile
Cost per mile	$ 32,991.77

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Inside City	$ 1,689.60	$ 1,014.00	$ 675.60
Outside City	28,669.85	17,206.00	11,463.85
	$ 30,359.45	$ 18,220.00	$ 12,139.45

Oregon State Highway Department Federal Aid Project No. 56-B(1)

SOUTH UNIT, ALBANY SECTION OF THE PACIFIC HIGHWAY EAST IN LINN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 12, 1939

WORK INSIDE CITY OF ALBANY

Roadwork, Sta. 450+00 to 468+14.3

All Required	Clearing and Grubbing	$ - -	$ 150.00
2,000 cu. yds.	Excavation, Single Classif.	.40	800.00
All Required	Finishing and Trimming Earthwork	- -	150.00
550 sq. yds.	Removal of Old Pavement	.40	220.00
200 sq. yds.	Removal of Sidewalks	.20	40.00
310 lin. ft.	Removal of Curbs	.15	46.50
80 cu. yds.	3" - 0" Material in Sub-base	1.00	80.00
20 cu. yds.	1" - 0" Material in Base	1.75	35.00
10 cu. yds.	Filler	.50	5.00
10 yd. mi.	Hauling Filler	.20	2.00
5 M-gal.	Sprinkling	1.50	7.50
	Subtotal		$ 1,536.00
	10% Engr. & Cont.		153.60
	Total		$ 1,689.60
	Length	0.343 mile	
	Cost per mile	$ 4,925.94	

WORK OUTSIDE OF CITY

Roadwork, Sta. 468+14.3 to 513+90

All Required	Clearing and Grubbing	$ - -	$ 350.00
260 cu. yds.	Trench Excavation	1.00	260.00
18,000 cu. yds.	Excavation, Single Classif.	.40	7,200.00
All Required	Finishing and Trimming Earthwork	- -	350.00
300 lin. ft.	18" Concrete Pipe	2.00	600.00
240 lin. ft.	24" Concrete Pipe	3.00	720.00
100 lin. ft.	Salvaging Culvert Pipe	.75	75.00

90	lin. ft.	Installing 36" Culvert Pipe	$ 2.00	$ 180.00
560	cu. yds.	3" - 0" Material in Sub-base	1.00	560.00
140	cu. yds.	1" - 0" Material in Base	1.75	245.00
70	cu. yds.	Filler	.50	35.00
70	yd. mi.	Hauling Filler	.20	14.00
35	M-gal.	Sprinkling	1.50	52.50
				$ 10,641.50

Culverts

944	cu. yds.	Excavation for Culverts	$ 2.00	$ 1,888.00
440	cu. yds.	Class "A" Concrete in Culverts	21.00	9,240.00
64,800	lbs.	Metal Reinforcement	.055	3,564.00
500	lbs.	Copper	.50	250.00
All Required		Maintenance of Traffic	- -	300.00
90	lin. ft.	Salvaging Culvert Pipe	2.00	180.00
				$ 15,422.00

Subtotal	$ 26,063.50
10% Engr. & Cont.	2,606.35
Total	$ 28,669.85

Length	0.869 mile
Cost per mile	$ 32,991.77

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Inside City	$ 1,689.60	$ 1,014.00	$ 675.60
Outside City	28,669.85	17,206.00	11,463.85
	$ 30,359.45	$ 18,220.00	$ 12,139.45

SOUTH UNIT, ALBANY SECTION

PROJECT NO. FA 96-E(1)

While negotiations for right of way are in progress, some 20 parcels have not been acquired, nor has the right to occupy and use these parcels been secured, but it is now believed that the right of way can be made fully available within 14 days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

September 12, 1939

(6)

F

Second Unit, Albany Section
Project No. FA 56-E(1)

While negotiations for right of way are in progress, ~~there are~~ some 20 of parcels have not been acquired nor has the right to occupy and use these parcels been secured, but it is now believed that the right of way can be made fully available within 14 days

RHB
SHP

Sept 12 1934

LARDON & HODGE LUMBER CO.

Manufacturer of

FIR and HEMLOCK LUMBER

Crabtree, Oregon

File
Albany Section
(South Unit)
7 A 5 E-1

July 28, 1939

RECEIVED
AUG 7 - 1939
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

This letter is to verify the verbal agreement made with members of your engineering staff recently, with respect to permission for the excavation of borrow material from our property.

Permission is hereby granted to the Highway Commission or their authorized contractor to obtain borrow material in the amount of approximately 15,000 cubic yards from an area adjacent to the present log pond of our mill. It is contemplated that this excavation will cover an area of approximately one square acre to a depth of 10 feet, in Section 7, T. 11S, R. 3W. It is desired that the present log pond be deepened to the same elevation and we will cooperate in the attainment of this result by draining the pond and permitting the digging in dry material.

It is understood that this material is to be used in the construction of the new highway from the new overcrossing in Albany south to a connection with the present highway. Permission to take this material is granted without charge or compensation.

Yours very truly,

LARDON & HODGE LUMBER CO.

By Paul A. Lardon

cc Probert ✓

Form 2-A-1 5M 9-38

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

[illegible]
F

Const
RHY
Gravel Pit #2

February 9th, 1939

Mr. F. D. Eason
Division Engineer
State Library Bldg.
C i t y

NOTED

Dear Sir:

Mr. Lardon of Lardon & Hodge called today concerning his mill pond at Albany. He seemed to think that we could have gotten about 30,000 yards from this pond and also seemed very disappointed that we had not designated this as one of the available sources.

Under the circumstances, I wish you would see him and make a further investigation of his material to see if it is comparable to the material we are getting and whether the contractor would consider using it. He can be found across the tracks from the S.P. depot where he is building his new mill.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓

CONTRACT #2226

FA 56-F-1 Albany Bridge Project, 1939
Pacific Hwy., East
#2226

RECEIVED
DEC 10 1940

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

56-F-1

4

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 8.

IN YOUR REPLY PLEASE
REFER TO FILE No.________

December 6, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAP 56-F (1), North Unit of Albany Section of the Pacific Highway ________, was made by a representative of this office on November 25, 1940. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Sr. Highway Engineer

Jon

RECEIVED
JUL 16 1940
FOR FILING

56-F-1

July 15, 1940

Great American Indemnity Company
Harvey Wells-Reed Insurance Agency
Failing Bldg.
Portland, Oregon

Gentlemen:

You are herby notified that State Highway Contract No. 2226, for the construction of eight culverts and one bridge, on the Albany Section of the Pacific Highway East, has been completed by the contractors, Averill & Corbin, and that final settlement will be made by the State with said contractors for work done under said contract on or after July 25, 1940.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractors in connection with this contract, including final payment, will be $36,461.63, of which $542.78 is force account.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION
By

RS

Secretary

RECEIVED
AUG 1[illegible] 1940

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

RECEIVED
JUL 12 1940

56-F-1

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. [illegible]

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon FAP 56-[illegible] (1)
Albany Section
Pacific Highway East

July 11, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Jra

Wa4pr-6149

Form P. R. 2

State Oregon

Federal Aid Project No. 56-F(1)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 13th day of June, 1940 by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 27th day of January, 1939, a revised project statement, which was approved on the 5th day of April, 1939, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section F(1) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 13th day of September 1939; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of eighty-two thousand, nine hundred seventy and 00/100 dollars ($82,970.00) as the share of the United States payable under said act on account of Section F(1) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11579

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State from Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939. (Include date and citation of act of legislature by which authorized)

(b) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 311+20 in the NW 1/4, Sec. 4, T. 11 S., R. 3 W., W. M., and survey station 419+85 on Eighth Street at Lafayette Street in Albany, the northerly end of Section D(2) of said project, length 2.046 miles, in Linn County, being Section F(1) of Oregon Federal Aid project No. 56, consisting of 2.027 miles of roadway and one bridge~~s, each~~ of more than 20 feet clear span, 0.019 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section F(1) of said project shall not in any event exceed the sum of eighty-two thousand, nine hundred seventy and 00/100 dollars ($82,970.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred thirty-eight thousand, two hundred seventy-seven and 04/100 dollars ($138,277.04), the approved total estimated cost of Section F(1) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 529, Laws 1939. (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ________ day of JUN 28 1940, 19____

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By ________
Member, State Highway Commission.
(Title of officer)

By Herman Oliver
Member, State Highway Commission
(Title of officer)

By ________
____
(Title of officer)

By ________
____
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By W. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11879

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. 56-F(1) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $132,277.64 as the total estimated cost of said project, and the sum of $82,970.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of JUN 28 1940 one thousand nine hundred and ______

Federal Works Administrator,

By ______
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10120

RECEIVED 56-F-1
JUL 1 1940
FOR FILING

JESSE S. PHILLIPS
CHAIRMAN OF THE BOARD

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

HARVEY WELLS - FRED C. REED
GENERAL AGENTS
412 FAILING BUILDING

PACIFIC DEPARTMENT

Great American
Indemnity Company
New York

WILLIAM H. KOOP
PRESIDENT

233 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE EXBROOK 0360

PORTLAND, OREGON

June 28,1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

This is to acknowledge receipt of your letter of the 26th advising it is the intention of the Commission to make semi-final payment to Averill & Corbin on Contract No. 2226, for the construction of eight culverts and one bridge on the Albany Section of the Pacific Highway East in Linn County. This payment to be made on or after July 8,1940.

Very truly yours,

HARVEY WELLS-REED INSURANCE AGENCY

By Fred C. Reed

FCR
bs:

G. De[illegible]rt

RECEIVED
JUN 27 1940
FOR FILING

56-F-1

June 26, 1940

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Averill & Corbin on Contract No. 2226, for the construction of eight culverts and one bridge on the Albany Section of the Pacific Highway East, in Linn County. This payment will be made on or after July 8, 1940.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

DOD:MEL

RECEIVED
JUL 15 1940
FOR FILI

56-F-1

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 20, 1940

Subject: Albany Bridges
Contract 2226

To:

Mr. H. B. Glaisyer
Secretary
Office

Dear Sir:

The bridges on the Albany Section of the Pacific Highway East, Contract No. 2226, Averill & Corbin, contractor, were completed on June 19, 1940. Please obtain permission from the Commission to make final payment on this project.

Yours very truly,

G. S. Paxson
Bridge Engineer

By

W. A. Reeves
Bridge Office Engineer

WAR:VM

June 20, 1940

Voted 7/15/40

56-F-1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
AUG 14 1940
FOR FILING

June 10, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Supplementing our letter of June 6, 1940, forwarding project agreement for signature, we enclose herewith one copy each of the approved agreement estimate and specifications covering Oregon Federal Aid Project No. 56-F (1), Albany-Junction City Section of the Pacific Highway.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

RECEIVED
[illegible] 21 1940
FOR FILING

56-F-1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

June 6, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of the proposed project agreement for Oregon Federal Aid Project 56-F (1), Albany-Junction City Section of the Pacific Highway, for signature and return to this office.

As this agreement involves funds which will lapse on June 30, 1940, if it is not executed in Washington prior to that date, it is suggested that the agreement be signed without delay by the two Commissioners now in the State.

In order to save time the Regional Office sent us the draft of the agreement by air mail with a note that the approved agreement estimate and specifications will follow under separate cover by regular mail. These will be sent you when received.

Very truly yours,

WHLynch
W. H. LYNCH
District Engineer

Encl.

RECEIVED
7 - 1940

Iw

RECEIVED
JUL 17 1940
FOR FILING

6

56-F-1

May 28, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the North Unit, Albany Section, Project No. FA 56-F (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/MB

Encl.

Oregon State Highway Department Federal Aid Project No. 56-F (1)

NORTH UNIT, ALBANY SECTION OF THE

PACIFIC HIGHWAY EAST IN LINN COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 24, 1940

WORK OUTSIDE OF CITY

2 Lane P. C. Pavement (Sta. 311+70 to 350+10)(351+10 to 356+00)
(Contract No. 2167)

All Required		Clearing and Grubbing	$ - -	$ 104.00
50	cu. yds.	Trench Excavation	1.00	50.00
19,000	cu. yds.	Excavation, Single Classif.	.18	3,420.00
4,100	yd. mi.	Truck Haul	.10	410.00
All Required		Fine Grading on Previously Graded Sections (7%)	- -	14.00
All Required		Finishing Work on Sections Not Previously Graded (31%)	- -	93.00
900	sq. yds.	Removal of Old Pavement	.20	180.00
90	lin. ft.	12" Concrete Pipe	.90	81.00
100	lin. ft.	18" Concrete Pipe	1.60	160.00
100	lin. ft.	24" Concrete Pipe	2.60	260.00
8,100	cu. yds.	3" - 0" Materials in Subbase	.55	4,455.00
350	cu. yds.	3/4" - 0" Materials in Cushion Course	1.00	350.00
580	cu. yds.	3/4" - 0" Materials in Shoulders and Surfacing	1.05	609.00
140	cu. yds.	1" - 0" Crushed Gravel in Footpath	2.00	280.00
70	cu. yds.	Filler	.40	28.00
70	yd. mi.	Hauling Filler	.10	7.00
10,800	sq. yds.	Portland Cement Concrete Pavement	1.50	16,200.00
850	lin. ft.	3/4" Expansion Joints	.12	102.00
5,900	lin. ft.	Contraction Joints	.02	118.00
850	only	Dowels	.16	136.00
12,800	lbs.	Tie Bars and Reinforcement	.05	640.00
110	tons	Asphaltic Concrete	4.70	517.00
				$ 28,214.00

Concrete Culvert, Sta. 311+75 (Contract No. 2226)

90	cu. yds.	Excavation for Culverts	$ 1.25	$ 112.50
58	cu. yds.	Class "A" Concrete in Culverts	18.30	1,061.40
9,400	lbs.	Metal Reinforcement	.045	423.00
				$ 1,596.90
		Subtotal		$ 29,850.90
		10% Engr. & Cont.		2,985.09
		Total		$ 32,835.99
		Length	0.829 mile	
		Cost per mile	$ 39,609.15	

Dual Type Taper Connection (Sta. 356+00 to 360+00) (Contract No. 2267)

All Required		Clearing and Grubbing	$ --	$ 10.00
All Required		Fine Grading on Previously Graded Section (3%)	--	6.00
750	cu. yds.	3" - 0" Material in Subbase	.55	412.50
50	cu. yds.	3/4" - 0" Material in Cushion Course	1.00	50.00
50	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	1.05	52.50
20	cu. yds.	1" - 0" Crushed Gravel in Footpath	2.00	40.00
5	cu. yds.	Filler	.40	2.00
5	yd. mi.	Hauling Filler	.10	.50
1,000	sq. yds.	Portland Cement Concrete Pavement	1.50	1,500.00
70	lin. ft.	3/4" Expansion Joints	.12	8.40
500	lin. ft.	Contraction Joints	.02	10.00
70	only	Dowels	.16	11.20
360	lbs.	Tie Bars and Reinforcement	.05	18.00
105	tons	Asphaltic Concrete	4.70	493.50
30	tons	Cutback Asphalt Wearing Surface	4.70	141.00
		Subtotal		$ 2,755.60
		10% Engr. & Cont.		275.56
		Total		$ 3,031.16
		Length	.076 mile	
		Cost per mile	$ 39,883	

4 Lane P. C. Pavement (Sta. 360+00 to 383+00) (Contract No. 2267)

All Required		Clearing and Grubbing	$ - -	$ 59.00
All Required		Fine Grading on Previously Graded Sections (1%)	- -	28.00
4,500	cu. yds.	3" - 0" Materials in Subbase	.55	2,475.00
370	cu. yds.	3/4" - 0" Materials in Cushion Course	1.00	370.00
350	cu. yds.	3/4" - 0" Materials in Shoulders and Surfacing	1.05	367.50
80	cu. yds.	4" - 0" Crushed Gravel in Footpath	2.00	160.00
40	cu. yds.	Filler	.40	16.00
40	yd. mi.	Hauling Filler	.10	4.00
11,350	sq. yds.	Portland Cement Concrete Pavement	1.50	17,025.00
880	lin. ft.	3/4" Expansion Joints	.12	105.60
6,100	lin. ft.	Contraction Joints	.02	122.00
880	only	Dowels	.16	140.80
4,200	lbs.	Tie Bars and Reinforcement	.05	210.00
120	tons	Asphaltic Concrete	4.70	564.00
55	tons	Cutback Asphalt Wearing Surface	4.70	258.50
		Subtotal		$ 21,905.40
		10% Engr. & Cont.		2,190.54
		Total		$ 24,095.94
		Length	0.436 mile	
		Cost per mile	$ 55,265.91	

5 Lane Dual Type Pavement (Sta. 383+00 to 384+33.6) (Contract No. 2267)

All Required		Clearing and Grubbing	$ - -	$ 4.00
All Required		Fine Grading on Previously Graded Sections (1%)	- -	2.00
6	cu. yds.	Concrete Curbs	16.50	99.00
150	cu. yds.	3" - 0" Material in Subbase	.55	82.50
15	cu. yds.	3/4" - 0" Material in Cushion Course	1.00	15.00
20	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	1.05	21.00
10	cu. yds.	4" Crushed Gravel in Footpath	2.00	20.00
5	cu. yds.	Filler	.40	2.00
5	yds. mi.	Hauling Filler	.10	.50
660	sq. yds.	Portland Cement Concrete Pavement	1.50	990.00
50	lin. ft.	3/4" Expansion Joints	.12	6.00
360	lin. ft.	Contraction Joints	.02	7.20
50	only	Dowels	.16	8.00
240	lbs.	Tie Bars and Reinforcement	.05	12.00

25	tons	Asphaltic Concrete	$ 4.70	$ 117.50
5	tons	Cutback Asphaltic Wearing Surface	4.70	23.50
		Subtotal		$ 1,410.20
		10% Engr. & Cont.		141.02
		Total		$ 1,551.22
		Length	.025 mile	
		Cost per mile	$ 62,048.80	

4 Lane Dual Type Pavement (Sta. 384+33.6 to 389+15)
(Contract No. 2167)

All Required		Clearing and Grubbing	$ - -	$ 12.00
10	cu. yds.	Trench Excavation	1.00	10.00
70	cu. yds.	Excavation, Single Classif.	.18	12.60
550	yd. mi.	Truck Haul	.10	55.00
All Required		Fine Grading on Previously Graded Sections (4%)	- -	8.00
All Required		Finishing Work on Sections Not Previously Graded (9%)	- -	15.00
80	lin. ft.	12" Sewer Pipe	.80	64.00
10	lin. ft.	24" Concrete Pipe	2.80	28.00
1	only	Concrete Catch Basin	20.00	20.00
54	cu. yds.	Concrete Curbs	16.50	891.00
All Required		Constructing Recesses for Curb Markers (1%)	- -	13.00
2	only	Concrete and Metal Signal Posts	75.00	150.00
270	lin. ft.	1" Electrical Conduit	.20	54.00
150	lin. ft.	1¼" Electrical Conduit	.25	37.50
300	lin. ft.	1½" Electrical Conduit	.28	84.00
750	cu. yds.	3" - 0" Material in Subbase	.55	412.50
130	cu. yds.	3/4" - 0" Material in Cushion Course	1.00	130.00
60	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	1.05	63.00
5	cu. yds.	Filler	.40	2.00
5	yd. mi.	Hauling Filler	.10	.50
2,250	sq. yds.	Portland Cement Concrete Pavement	1.50	3,375.00
190	lin. ft.	3/4" Expansion Joints	.12	22.80
1,180	lin. ft.	Contraction Joints	.02	23.60
190	only	Dowels	.16	30.40
820	lbs.	Tie Bars and Reinforcement	.05	41.00
340	tons	Asphaltic Concrete	4.70	1,598.00
50	tons	Cutback Asphalt Wearing Surface	4.70	235.00
		Subtotal		$ 7,387.90
		10% Engr. & Cont.		738.79
		Total		$ 8,126.69
		Length	0.091 mile	
		Cost per mile	$ 89,304.28	

Cox Creek Bridge (Sta. 350+10 to 351+10) (Contract No. 2226)

190	cu. yds.	Structural Excavation	$ 2.00	$ 380.00
10	cu. yds.	Structural Excavation Below Plans	5.00	50.00
390	cu. yds.	Class "A" Concrete in Bridge	19.50	7,605.00
68,000	lbs.	Metal Reinforcement	.045	3,060.00
204	lin. ft.	Metal Handrail	5.25	1,071.00
		Subtotal		$ 12,166.00
		10% Engr. & Cont.		1,216.60
		Total		$ 13,382.60
		Length	.019 mile	

WORK INSIDE CITY OF ALBANY

6 Lane Dual Type Pavement (Sta. 389+15 to 419+25) (Contract No. 2267)

All Required		Clearing and Grubbing	$ - -	$ 77.00
60	cu. yds.	Trench Excavation	1.00	60.00
10,430	cu. yds.	Excavation, Single Classif.	.18	1,877.40
2,050	yd. mi.	Truck Haul	.10	205.00
All Required		Finishing Work on Sections Not Previously Graded (33%)	- -	99.00
1,600	sq. yds.	Removal of Old Pavement	.20	320.00
1,300	lin. ft.	Removal of Curbs	.05	65.00
All Required		Removal of Concrete Box Culvert	- -	20.00
170	lin. ft.	8" Sewer Pipe	.40	68.00
180	lin. ft.	12" Sewer Pipe	.80	144.00
110	lin. ft.	36" Concrete Pipe	5.40	594.00
7	only	Concrete Catch Basins	20.00	140.00
4	only	Concrete Catch Inlets	20.00	80.00
3	only	Standard Concrete Manholes	75.00	225.00
1	only	Special Concrete Manhole at Sta. 412+40	100.00	100.00
220	cu. yds.	Concrete Curbs	16.50	3,630.00
1,300	sq. yds.	Concrete Sidewalks	1.50	1,950.00
400	sq. yds.	Concrete Driveway Aprons	1.70	680.00
3,050	cu. yds.	3" - 0" Material in Subbase	.55	1,677.50
760	cu. yds.	3/4" - 0" Material in Cushion Course	1.00	760.00
240	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	1.05	252.00
20	cu. yds.	Filler	.40	8.00
20	yd. mi.	Hauling Filler	.10	2.00
14,940	sq. yds.	Portland Cement Concrete Pavement	1.50	22,410.00
1,160	lin. ft.	3/4" Expansion Joints	.12	139.20

100	lin. ft.	½" Expansion Joints	$ .03	$ 3.00
7,960	lin. ft.	Contraction Joints	.02	159.20
1,160	only	Dowels	.16	185.60
5,580	lbs.	Tie Bars and Reinforcement	.05	279.00
1,305	tons	Asphaltic Concrete	4.70	6,133.50
90	tons	Cutback Asphalt Wearing Surface	4.70	423.00
				$ 42,846.40

Concrete Culvert, Sta. 396+40 (Contract No. 2226)

540	cu. yds.	Structural Excavation	$ 2.00	$ 1,080.00
50	cu. yds.	Structural Excavation Below Plans	5.00	250.00
240	cu. yds.	Class "A" Concrete in Culverts	18.30	4,392.00
33,600	lbs.	Metal Reinforcement	.045	1,512.00
All Required		Removal of Old Bridge	- -	150.00
				$ 7,384.00

Subtotal	$ 50,230.40
10% Engr. & Cont.	5,023.04
Total	$ 55,253.44

Length 0.570 mile
Cost per mile $ 96,935.85

FEDERAL AID FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Outside City			
Sta. 311+20 to 356+00	$ 32,835.99	$ 19,702.00	$ 13,133.99
Sta. 356+00 to 360+00	3,031.16	1,819.00	1,212.16
Sta. 360+00 to 383+00	24,095.94	14,458.00	9,637.94
Sta. 383+00 to 384+33.6	1,551.22	931.00	620.22
Sta. 384+33.6 to 389+15	8,126.69	4,876.00	3,250.69
Bridge, Sta. 350+60	13,382.60	8,030.00	5,352.60
	$ 83,023.60	$ 49,816.00	$ 33,207.60
Within City of Albany			
Sta. 389+15 to 419+85	$ 55,253.44	$ 33,154.00	$ 22,099.44
	$ 138,277.04	$ 82,970.00	$ 55,307.04

1939 Federal Aid Funds, Roadway	$ 52,550.00	Length 1.421 miles
1940 Federal Aid Funds, Roadway	22,390.00	Length 0.606 mile
1940 Federal Aid Funds, Bridge	8,030.00	Length 0.019 mile

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939

State Funds for Maintenance: Chap. 529, laws 1939

January 11, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

All necessary right of way has been acquired for the North Unit, Albany Section, Project No. FA 96-F (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

December 27, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Supplemental P.S.& E. documents for Oregon Federal Aid Project No. 56-F (1), the North Unit of the Albany Section of the Pacific Highway, grading and cement concrete pavement, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising for bids.

Concurrence in award of contract will be withheld pending receipt of certificate that all rights of way have been obtained.

On the estimate under "Federal Aid Funds Requested" under "Outside City", third line, the stations are shown as 360+00 to 388+00. This should read 360+00 to 383+00. Please change your records accordingly.

Also, when submitting the project agreement estimate, the Federal Aid funds requested for the bridge at Station 350+60 should show the same in the summary tabulation and in the tabulation showing fiscal year funds. We have used the figure $5,850.00 as shown on the last sheet.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Sr. Highway Engineer

Oregon State Highway Department   Federal Aid Project No. 56-F (1)

NORTH UNIT, ALBANY SECTION OF THE
PACIFIC HIGHWAY EAST IN LINN COUNTY

(Estimate to accompany grading and paving plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 29, 1939

WORK OUTSIDE OF CITY

2 Lane P. C. Pavement (Sta. 311+20 to 350+10) (351+10 to 356+00)

All Required		Clearing and Grubbing	$ - -	$ 260.00
50	cu. yds.	Trench Excavation	1.00	50.00
19,000	cu. yds.	Excavation, Single Classif.	.25	4,750.00
4,100	yds. mi.	Truck Haul	.12	492.00
All Required		Fine Grading on Previously Graded Sections	- -	50.00
All Required		Finishing Work on Sections Not Previously Graded	- -	250.00
900	sq. yds.	Removal of Old Pavement	.30	270.00
90	lin. ft.	12" Concrete Pipe	1.00	90.00
100	lin. ft.	18" Concrete Pipe	2.00	200.00
100	lin. ft.	24" Concrete Pipe	3.00	300.00
8,100	cu. yds.	3" - 0" Materials in Sub-base	.60	4,860.00
350	cu. yds.	3/4" - 0" Materials in Cushion Course	1.50	525.00
580	cu. yds.	3/4" - 0" Materials in Shoulders and Surfacing	1.50	870.00
140	cu. yds.	1" - 0" Crushed Gravel in Footpath	1.50	210.00
70	cu. yds.	Filler	.40	28.00
70	yds. mi.	Hauling Filler	.15	10.50
10,800	sq. yds.	Portland Cement Concrete Pavement	1.60	17,280.00
850	lin. ft.	3/4" Expansion Joints	.15	127.50
5,900	lin. ft.	Contraction Joints	.03	177.00
1,250	only	Dowels	.15	187.50
12,800	lbs.	Tie Bars and Reinforcement	.06	768.00
110	tons	Asphaltic Concrete	5.00	550.00
				$ 32,245.50

Concrete Culvert, Sta. 311+35 (Contract No. 2226)

90	cu. yds.	Excavation for Culverts	$ 1.25	$ 112.50
58	cu. yds.	Class "A" Concrete in Culverts	18.30	1,061.40
9,400	lbs.	Metal Reinforcement	.045	423.00
				$ 1,596.90
		Subtotal		$ 33,842.40
		10% Engr. & Cont.		3,384.24
		Total		$ 37,226.64
		Length	0.829 mile	
		Cost per mile	$ 44,905.47	

Dual Type Inner Connection (Sta. 356+00 to 360+00)

All Required		Clearing and Grubbing	$ - -	$ 20.00
All Required		Fine Grading on Previously Graded Sections	- -	20.00
750	cu. yds.	3" - 0" Material in Sub-base	.60	450.00
50	cu. yds.	3/4" - 0" Material in Cushion Course	1.50	75.00
50	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	1.50	75.00
20	cu. yds.	½" - 0" Crushed Gravel in Footpath	1.50	30.00
5	cu. yds.	Filler	.40	2.00
5	yd. mi.	Hauling Filler	.15	.75
1,000	sq. yds.	Portland Cement Concrete Pavement	1.60	1,600.00
70	lin. ft.	3/4" Expansion Joints	.15	10.50
500	lin. ft.	Contraction Joints	.03	15.00
70	only	Dowels	.15	10.50
360	lbs.	Tie Bars and Reinforcement	.06	21.60
105	tons	Asphaltic Concrete	5.00	525.00
30	tons	Outback Asphalt Wearing Surface	5.00	150.00
		Subtotal		$ 3,005.35
		10% Engr. & Cont.		300.53
		Total		$ 3,305.88
		Length	.076 mile	
		Cost per mile	$ 43,498.42	

4 Lane P. C. Pavement (Sta. 360+00 to 383+00)

All Required		Clearing and Grubbing	$ - -	$ 130.00
All Required		Fine Grading on Previously Graded Sections	- -	100.00
4,500	cu. yds.	3" - 0" Materials in Sub-base	.60	2,700.00
370	cu. yds.	3/4" - 0" Materials in Cushion Course	1.50	555.00
350	cu. yds.	3/4" - 0" Materials in Shoulders and Surfacing	1.50	525.00
80	cu. yds.	½" - 0" Crushed Gravel in Footpath	1.50	120.00
40	cu. yds.	Filler	.40	16.00
40	yd. mi.	Hauling Filler	.15	6.00
11,350	sq. yds.	Portland Cement Concrete Pavement	1.60	18,160.00
880	lin. ft.	3/4" Expansion Joints	.15	132.00
6,100	lin. ft.	Contraction Joints	.03	183.00
880	only	Dowels	.15	132.00
4,200	lbs.	Tie Bars and Reinforcement	.06	252.00
120	tons	Asphaltic Concrete	5.00	600.00
55	tons	Cutback Asphalt Wearing Surface	5.00	275.00
		Subtotal	- -	$ 23,886.00
		10% Engr. & Cont.		2,388.60
		Total		$ 26,274.60

Length 0.436 mile
Cost per mile $ 60,262.84

5 Lane Dual Type Pavement (Sta. 383+00 to 384+33.6)

All Required		Clearing and Grubbing	$ - -	$ 10.00
All Required		Fine Grading on Previously Graded Sections	- -	10.00
6	cu. yds.	Concrete Curbs	18.00	108.00
150	cu. yds.	3" - 0" Material in Sub-base	.60	90.00
15	cu. yds.	3/4" - 0" Material in Cushion Course	1.50	22.50
20	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	1.50	30.00
10	cu. yds.	½" Crushed Gravel in Footpath	1.50	15.00
5	cu. yds.	Filler	.40	2.00
5	yd. mi.	Hauling Filler	.15	.75
660	sq. yds.	Portland Cement Concrete Pavement	1.60	1,056.00
50	lin. ft.	3/4" Expansion Joints	.15	7.50
360	lin. ft.	Contraction Joints	.03	10.80
50	only	Dowels	.15	7.50

240	lbs.	Tie Bars and Reinforcement	$ .06	$ 14.40
25	tons	Asphaltic Concrete	5.00	125.00
5	tons	Cutback Asphalt Wearing Surface	5.00	25.00
		Subtotal		$ 1,534.45
		10% Engr. & Cont.		153.44
		Total		$ 1,687.49
		Length	.025 mile	
		Cost per mile	$ 67,499.60	

6 Lane Dual Type Pavement (Sta. 384+33.6 to 389+15)

All Required		Clearing and Grubbing	$ - -	$ 30.00
10	cu. yds.	Trench Excavation	1.00	10.00
70	cu. yds.	Excavation, Single Classif.	.25	17.50
550	yd. mi.	Truck Haul	.12	66.00
All Required		Fine Grading on Previously Graded Sections	- -	30.00
All Required		Finishing Work on Sections Not Previously Graded	- -	30.00
80	lin. ft.	12" Sewer Pipe	1.00	80.00
10	lin. ft.	24" Concrete Pipe	3.00	30.00
1	only	Concrete Catch Basin	25.00	25.00
54	cu. yds.	Concrete Curbs	18.00	972.00
All Required		Constructing Recesses for Curb Markers	- -	10.00
2	only	Concrete and Metal Signal Posts	- -	60.00
270	lin. ft.	1" Electrical Conduit	.25	67.50
150	lin. ft.	1¼" Electrical Conduit	.30	45.00
300	lin. ft.	1½" Electrical Conduit	.35	105.00
750	cu. yds.	3" - 0" Material in Sub-base	.60	450.00
130	cu. yds.	3/4" - 0" Material in Cushion Course	1.50	195.00
60	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	1.50	90.00
5	cu. yds.	Filler	.40	2.00
5	yd. mi.	Hauling Filler	.15	.75
2,250	sq. yds.	Portland Cement Concrete Pavement	1.60	3,600.00
190	lin. ft.	3/4" Expansion Joints	.15	28.50
1,180	lin. ft.	Contraction Joints	.03	35.40
190	only	Dowels	.15	28.50
820	lbs.	Tie Bars and Reinforcement	.06	49.20
340	tons	Asphaltic Concrete	5.00	1,700.00
50	tons	Cutback Asphalt Wearing Surface	5.00	250.00
		Subtotal		$ 8,007.35
		10% Engr. & Cont.		800.73
		Total		$ 8,808.08

		Length	0.091 mile	
		Cost per mile	$ 96,792.08	

Cox Creek Bridge (Sta. 350+10 to 351+10) (Contract No. 2226)

190	cu. yds.	Structural Excavation	$ 2.00	$ 380.00
10	cu. yds.	Structural Excavation Below Plans	5.00	50.00
390	cu. yds.	Class "A" Concrete in Bridge	19.50	7,605.00
68,000	lbs.	Metal Reinforcement	.045	3,060.00
204	lin. ft.	Metal Handrail	5.25	1,071.00
			Subtotal	$ 12,166.00
			10% Engr. & Cont.	1,216.60
			Total	$ 13,382.60
		Length	.019 mile	

WORK INSIDE CITY OF ALBANY

6 Lane Dual Type Pavement (Sta. 389+15 to 419+25)

All Required		Clearing and Grubbing	$ - -	$ 180.00
60	cu. yds.	Trench Excavation	1.00	60.00
10,430	cu. yds.	Excavation, Single Classif.	.25	2,607.50
2,850	yd. mi.	Truck Haul	.12	342.00
All Required		Finishing Work on Sections Not Previously Graded	- -	160.00
1,600	sq. yds.	Removal of Old Pavement	.30	480.00
1,300	lin. ft.	Removal of Curbs	.10	130.00
All Required		Removal of Concrete Box Culvert	- -	250.00
170	lin. ft.	8" Sewer Pipe	.70	119.00
180	lin. ft.	12" Sewer Pipe	1.00	180.00
110	lin. ft.	36" Concrete Pipe	5.00	550.00
7	only	Concrete Catch Basins	25.00	175.00
4	only	Concrete Catch Inlets	20.00	80.00
3	only	Standard Concrete Manholes	75.00	225.00
1	only	Special Concrete Manhole at Sta. 412+40	100.00	100.00
220	cu. yds.	Concrete Curbs	18.00	3,960.00
1,300	sq. yds.	Concrete Sidewalks	1.50	1,950.00
400	sq. yds.	Concrete Driveway Aprons	1.80	720.00
3,050	cu. yds.	3" - 0" Material in Sub-base	.60	1,830.00
760	cu. yds.	3/4" - 0" Material in Cushion Course	1.50	1,140.00
240	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	1.50	360.00

20	cu. yds.	Filler	$ .40	$ 8.00
20	yd. mi.	Hauling Filler	.15	3.00
14,940	sq. yds.	Portland Cement Concrete Pavement	1.60	23,904.00
1,160	lin. ft.	3/4" Expansion Joints	.15	174.00
100	lin. ft.	1" Expansion Joints	.10	10.00
7,960	lin. ft.	Contraction Joints	.03	238.80
1,160	only	Dowels	.15	174.00
5,580	lbs.	Tie Bars and Reinforcement	.06	334.80
1,305	tons	Asphaltic Concrete	5.00	6,525.00
90	tons	Cutback Asphalt Wearing Surface	5.00	450.00
				$ 47,420.10

Concrete Culvert, Sta. 396+40 (Contract No. 2226)

540	cu. yds.	Structural Excavation	$ 2.00	$ 1,080.00
50	cu. yds.	Structural Excavation Below Plans	5.00	250.00
240	cu. yds.	Class "A" Concrete in Culverts	18.30	4,392.00
33,600	lbs.	Metal Reinforcement	.045	1,512.00
All Required		Removal of Old Bridge	[illegible]	150.00
				$ 7,384.00

Subtotal	$ 54,804.10
10% Engr. & Cont.	5,480.41
Total	$ 60,284.51

Length	0.570 mile
Cost per mile	$ 105,762.29

FEDERAL AID FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Outside City			
Sta. 311+20 to 356+00	$ 37,226.64	$ 16,274.00	$ 20,952.64
Sta. 356+00 to 360+00	3,305.88	1,445.00	1,860.88
Sta. 360+00 to 383+00	26,274.60	11,487.00	14,787.60
Sta. 383+00 to 384+33.6	1,687.49	738.00	949.49
Sta. 384+33.6 to 389+15	8,808.08	3,850.00	4,958.08
Bridge, Sta. 350+60	13,382.60	5,851.00	7,531.60
	$ 90,685.29	$ 39,645.00	$ 51,040.29

FEDERAL AID FUNDS REQUESTED - CONT'D

Item	Total Cost	Federal Aid Funds		State Funds
Within City of Albany				
Sta. 389+15 to 419+25	$ 60,284.51	$ 26,355.00		$ 33,929.51
	$150,969.80	$ 66,000.00	(43+%)	$ 84,969.80

1939 Federal Aid Funds, Roadway	$ 48,560.00	Length	1.636 miles
1940 Federal Aid Funds, Roadway	11,590.00	Length	0.391 mile
1940 Federal Aid Funds, Bridge	5,850.00	Length	0.019 mile

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

RECEIVED
[illegible] 3 1939

56-E-1

November 2, 1939

AVERILL & CORBIN
Route 10
Portland, Oregon

Gentlemen:

You are advised that on October 27 we forwarded to you by express your fully executed copy of Contract No. 2226 for the construction of a bridge and culverts on the Albany Section, in Linn County.

We have this date received notice from the railway express agency that your offices are beyond the delivery limits and you had not responded to their notice that the above package was being held. Will you please call for this package at your early convenience so that it will not be necessary to have it returned to our office.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

JM:MBL

cc - Railway Express Agency
City Office
Portland, Oregon

RECEIVED
NOV 2 1939

53-F-1

November 2, 1939

AVERILL & CORBIN
Route 10
Portland, Oregon

Gentlemen:

You are advised that on October 27 we forwarded to you by express your fully executed copy of Contract No. 2226 for the construction of a bridge and culverts on the Albany Section, in Linn County.

We have this date received notice from the railway express agency that your offices are beyond the delivery limits and you had not responded to their notice that the above package was being held. Will you please call for this package at your early convenience so that it will not be necessary to have it returned to our office.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

JM:MRL

cc - Railway Express Agency
City Office
Portland, Oregon

RECEIVED
OCT 27 1939
FOR FILING

56-F-1

October 26, 1939

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells-Reed Insurance A gency
Failing Building
Portland, Oregon

ng you today by express a fully executed
26 which was awarded to Averill & Corbin
ommission on September 28, 1939, covering
idges over Cox Creek, Periwinkle Creek,
ific Highway East, near Albany, in Linn

you are surety for the contractor on this
n this copy of the contract for your rec-

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

2-7-4

Notice to Shipper of Goods Undelivered

~~RA~~ILWAY EXPRESS AGENCY
INCORPORATED

CITY OFFICE
Tel. Atwater 8411 226 S. W. Broadway
Street address where shipment is held
PORTLAND, OREGON
City State

OCT 31 1939 19

You are notified that Article Pa. Contract
C. O. D. or Collection $

Forwarded by you on 10-27 1939

Addressed to Averill & Corbin
Rt. 10

charges $ .25

Your invoice or Identification No. W.B. 4835

Remains in this office undelivered because No Call
No Response to Postal Notice
Disposition Please.

This shipment is held at Owner's Risk subject to Express charges. Please give prompt orders for disposition. SEE DIRECTIONS ON OTHER SIDE.

OUR REFERENCE No. 1253

H. E. ALBERT, Genl. Agent

address beyond
delivery limits.

SEE OTHER SIDE (566—6-39 PRINTED IN U.S.A.)

RECEIVED
OCT 27 1939
FOR FILING
[illegible] F-1

October 26, 1939

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells-Reed Insurance A gency
Failing Building
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2226 which was awarded to Averill & Corbin by the State Highway Commission on September 28, 1939, covering the construction of bridges over Cox Creek, Periwinkle Creek, and others, on the Pacific Highway East, near Albany, in Linn County.

Inasmuch as you are surety for the contractor on this job, you are being given this copy of the contract for your records and files,.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

RECEIVED
OCT 27 1939
FOR FILE

56-F-1

October 26, 1939

AVERILL & CORBIN
Route 10
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2226 which was awarded to you on September 28, 1939, by the State Highway Commission, covering the construction of bridges over Cox Creek, Periwinkle Creek, and others, on the Pacific Highway East, near Albany, in Linn County.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MHL

RECEIVED
OCT 4 - 1939
FOR FILING

56-E-1 & F-1

October 3, 1939

AVERILL & CORBIN
Route 10
Portland, Oregon

Gentlemen:

We are sending you today by express four copies of Contract No. 2226, which was awarded to you on September 28, 1939, by the State Highway Commission, covering the construction of bridge and culverts on the Pacific Highway East near Albany, in Linn County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the provision under Section 7 (page 13) of the printed GENERAL PROVISIONS, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION
By

Secretary

MBL

cc - Bridge Department

56-F-1
56-F-1

September 29, 1939

Averill & Corbin
Route 10
Portland, Oregon

Gentlemen:

The State Highway Commission on September 28, 1939, awarded you the contract for construction of eight culverts and one bridge on the Albany Section of the Pacific Highway East, in Linn County. This award was based on your low bid of $35,858.43 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

AM

Secretary

cc - Mr. S. H. Probert
Mr. G. S. Paxson

56-F-1

#2226

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

September 28, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Projects Nos. 56-E (1) and 56-F (1), bridges on the Albany Section of the Pacific Highway East, to Averill & Corbin, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By T. M. Davis
T. M. Davis
Sr. Highway Engineer

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
SEP 15 1939
STATE [illegible] COMMISSION

September 13, 1939

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

P. S. and E. documents for Oregon Federal Aid Project No. 56-F (1), the North Unit of the Albany Section of the Pacific Highway, have today been recommended for approval. This is your authority to advertise for bids, subject to final review and approval of the plans and specifications by the Commissioner of Public Roads.

Very truly yours,

W H Lynch

W. H. LYNCH,
District Engineer.

Salem, Oregon
September 12, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of revised estimate for the North Unit, Albany Section, Project No. FA 56-F (1) to replace those sent to you yesterday, the item of "Removal of Old Bridge" for the culvert at Station 396+40 being inadvertently overlooked in preparing the previous estimate.

Five copies of revised summary sheet are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 56-F (1)

NORTH UNIT, ALBANY SECTION OF THE

PACIFIC HIGHWAY EAST IN LINN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 11, 1939

WORK WITHIN CITY OF ALBANY

Concrete Culvert, Sta. 311+35

90 cu. yds.	Excavation for Culverts	$ 2.00	$ 180.00
58 cu. yds.	Class "A" Concrete in Culverts	21.00	1,218.00
9,400 lbs.	Metal Reinforcement	.055	517.00
	Subtotal		$ 1,915.00
	10% Engr. & Cont.		191.50
	Total		$ 2,106.50

WORK OUTSIDE CITY OF ALBANY

Concrete Culvert, Sta. 396+40

540 cu. yds.	Structural Excavation	$ 5.00	$ 2,700.00
50 cu. yds.	Structural Excavation Below Plans	8.00	400.00
240 cu. yds.	Class "A" Concrete in Culverts	21.00	5,040.00
33,600 lbs.	Metal Reinforcement	.055	1,848.00
	Subtotal		$ 9,988.00
	10% Engr. & Cont.		998.80
	Total		$ 10,986.80

Cox Creek Bridge, Sta. 350+10 to 351+10

190 cu. yds.	Structural Excavation	$ 5.00	$ 950.00
10 cu. yds.	Structural Excavation Below Plans	8.00	80.00
390 cu. yds.	Class "A" Concrete in Bridge	22.00	8,580.00

68,000	lbs.	Metal Reinforcement	$ .055	$ 3,740.00
204	lin. ft.	Metal Handrail	5.00	1,020.00
		Subtotal		$ 14,270.00
		10% Engr. & Cont.		1,427.00
		Total		$ 15,697.00

Length of Bridge .018 mile

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Work Within City			
Culvert	$ 2,106.50	$ 1,264.00	$ 842.50
Work Outside City			
Culvert	10,986.80	6,594.00	4,392.80
Bridge	15,697.00	9,422.00	6,275.00
	$ 28,790.30	$ 17,280.00	$ 11,510.30

Oregon State Highway Department Federal Aid Project No. 56-F (1)

NORTH UNIT, ALBANY SECTION OF THE PACIFIC HIGHWAY EAST IN LINN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 12, 1939

WORK WITHIN CITY OF ALBANY

Concrete Culvert, Sta. 311+35

90	cu. yds.	Excavation for Culverts	$ 2.00	$ 180.00
58	cu. yds.	Class "A" Concrete in Culverts	21.00	1,218.00
9,400	lbs.	Metal Reinforcement	.055	517.00
		Subtotal		$ 1,915.00
		10% Engr. & Cont.		191.50
		Total		$ 2,106.50

WORK OUTSIDE CITY OF ALBANY

Concrete Culvert, Sta. 396+40

540	cu. yds.	Structural Excavation	$ 5.00	$ 2,700.00
50	cu. yds.	Structural Excavation Below Plans	8.00	400.00
240	cu. yds.	Class "A" Concrete in Culverts	21.00	5,040.00
33,600	lbs.	Metal Reinforcement	.055	1,848.00
All Required		Removal of Old Bridge	- -	250.00
		Subtotal		$10,238.00
		10% Engr. & Cont.		1,023.80
		Total		$11,261.80

Cox Creek Bridge, Sta. 350+10 to 351+10

190	cu. yds.	Structural Excavation	$ 5.00	$ 950.00
10	cu. yds.	Structural Excavation Below Plans	8.00	80.00
390	cu. yds.	Class "A" Concrete in Bridge	22.00	8,580.00

68,000	lbs.	Metal Reinforcement	$ .055	$ 3,740.00
204	lin. ft.	Metal Handrail	5.00	1,020.00
		Subtotal		$ 14,270.00
		10% Engr. & Cont.		1,427.00
		Total		$ 15,697.00
		Length of Bridge	.018 mile	

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Work Within City			
Culvert	$ 2,106.50	$ 1,264.00	$ 842.50
Work Outside City			
Culvert	11,261.80	6,757.00	4,504.80
Bridge	15,697.00	9,419.00	6,278.00
	$ 29,065.30	$ 17,440.00	$ 11,625.30

September 11, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and five copies of right of way statement for structures on the North Unit, Albany Section, Project No. FA 56-F (1).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

The P. S. & E papers for grading and structures on the South Unit, Albany Section, which is assigned Project No. FA 56E (1), will be sent to you Tuesday.

It is our suggestion that all of this work be included in the 1940 program.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

NORTH UNIT, ALBANY SECTION

PROJECT NO. FA 56-F (1)

All necessary right of way has been acquired on this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

September 11, 1939

NORTH UNIT ALBANY SECTION

PROJECT NO. FA 56-F (1)

While negotiations for right of way are in progress some five parcels have not been acquired nor has the right to occupy and use these parcels been secured, but it is now believed that all necessary right of way can be made fully available within 16 days.

R. H. BALDOCK
State Highway Engineer

By

J. W. Nash
Asst. Office Engineer

CONTRACT # [redacted] 2227

FA 176-E-1 Salem-Pringle Creek Sec., 1939
Pacific Hwy. East
2237

RECEIVED
AUG 29 1941
FOR FILING

176-E-1

August 29, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Reference is made to the inquiry contained in your letter of August 27, 1941, concerning the weight of the wire fabric reinforcement specified, but not used on the 495 foot experimental section of the Salem-Pringle Creek Section, Project No. FA 176-E (1).

The weight of each sixteen foot wire fabric section is computed to be 81.48 pounds and, since sixty-six were required, the total weight is 5,378 pounds.

The weight of the bar mat used on the section being 6,438 pounds, the increase in weight of material used, over the wire fabric, is 1,060 pounds.

Accordingly, since an increase in cost resulted, which is not eligible for reimbursement from Federal funds, the total participating cost shown in the final voucher should be reduced by the amount of $63.60.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

J. W. Nash
Asst. Office Engineer

JWN:ER

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[illegible] 1941
[illegible] OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

August 27, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the substitution of bar reinforcement for wire fabric on Oregon Federal Aid Project No. 176-E (1), Salem-Pringle Creek paving.

We now have the final voucher for this project at hand and in order to establish the fact that this change in reinforcement entailed no increased cost to the Federal Government, it is requested that you furnish a breakdown of the poundage of the item of "Tie Bars and Reinforcement" so as to show the amount used in the 495-ft. panel where the change was made. We believe there also should be an accompanying statement by you to the effect that all increased cost resulting from the change is being borne by the State.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

93+70 to 78+65

176-E-1

6

R.H.Baldock

April 24th, 1941

NOTED
State Highway Engineer

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COST ANALYSIS-FINAL REPORT
Salem-Pringle Creek
Pacific Highway

Roy L. Houck, Contractor
Contract No. 2227

H. S. Swart, Resident Engineer
Prefix 24-1107

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$276.60	100%			$500.00
Trench Excavation	1,233.56	2,073.6 cu. yd.	$0.59	$0.50	1,036.80
Excavation, Single Class	8,894.24	47,504.7 " "	0.19	0.16	7,600.75
Overhaul	1,315.12	70,286 yd. sta.	0.02	0.01	702.86
Truck Haul	1,221.55	10,021 yd. mi.	0.12	0.10	1,002.10
Finishing Roadbed & Slopes	480.00	1.6 Mile	300.00	300.00	480.00
Sprinkling Embankment Materials	210.00	140 M-Gal.	1.50	1.50	210.00
Rounding Cutbanks	233.21	2,885 Lin. Ft.	0.08	0.06	173.10
Removal of Old Pavement	1,453.42	7,265.9 Sq. Yd.	0.20	0.30	2,179.77
Removal of Sidewalks	40.35	531.5 Sq. Yd.	0.08	0.10	53.15
8" Sewer Pipe	147.28	390 lin. ft.	0.38	0.50	195.00
12" " "	168.45	310 " "	0.54	0.60	186.00
18" " "	689.16	690 " "	1.00	0.90	621.00
12" Corr. Iron Pipe	277.91	268 " "	1.03	1.00	268.00
12" Concrete Pipe	614.57	957 " "	0.64	0.55	526.35
18" " "	251.55	204 " "	1.23	1.10	224.40
24" " "	479.31	249 " "	1.92	1.25	311.25
36" " "	462.44	104 " "	4.44	4.30	447.20
48" " "	700.22	100 " "	7.00	7.00	700.00
Salvaging Culvert Pipe	144.54	171 " "	0.84	0.50	85.50
Rip Rap	22.68	13.3 Cu. Yd.	1.70	1.50	19.95
Removal of Catch Basins	4.38	2 Each	2.19	5.00	10.00
Concrete Catch Basins	363.70	14 "	25.97	20.00	280.00

Salem-Pringle Creek Cost Analysis.

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Class "A" Concrete in Junc. Box	$112.37	4.01 cu. yd.	$28.02	$25.00	$100.25
Metal Reinforcement	26.52	518.3 lb.	0.05	0.06	31.10
Concrete Curb & Walls	2,816.63	172.58 cu. yd.	16.32	19.00	3,279.02
" Sidewalks	1,109.60	616.2 sq. yd.	1.80	2.25	1,386.45
" Driveway Aprons	935.12	477.1 sq. yd.	1.96	2.25	1,073.48
" Light Pedestals	40.00	2 each	20.00	20.00	40.00
Const. Recesses for Curb Markers	75.00	100%		75.00	75.00
3/4" Elec. Conduit	36.59	150 lin. ft.	0.24	0.30	45.00
3"-0" Mat'l in Base	8,287.23	13,469 cu. yd.	0.61	0.65	8,754.85
3/4"-0" Mat'l in Shldrs. and Surf.	4,903.85	2,976 " "	1.64	1.50	4,464.00
3/4"-0" Mat'l in Cushion Course	1,983.95	1,204 " "	1.64	1.50	1,806.00
Portland Cement Concrete Pavement	41,915.73	26,958.8 sq. yd.	1.55	1.60	43,134.08
Long. Expansion Joints	29.68	125 lin. ft.	0.24	0.30	37.50
Transverse Expansion Joints	245.31	1,386 " "	0.17	0.15	207.90
Expansion Joint Supports	32.57	176 " "	0.18	0.15	26.40
Contraction Joints	380.53	14,351 " "	0.03	0.03	430.53
Dowels	209.19	1,354 each	0.15	0.20	270.80
Tie Bars & Reinforcement	1,145.83	21,015 lb.	0.05	0.06	1,260.90
Class "B" Asphaltic Conc.	5,698.05	825.74 Tons	6.90	7.00	5,780.18
Cutback Asph. Wear. Surface	866.02	125.5 "	6.90	7.00	878.50
PA #1, 18"-8" T Joints	43.20	12 each	3.60	3.60	43.20
" ", 12"-8" T "	3.60	1 "	3.60	3.60	3.60
PA #2, Woven Wire Fence	24.77	24 rods	1.05	1.50	36.00
PA #3, Bar Mat'l Reinforcement	64.38	6,438 lb.	0.01	0.01	64.38

Salem-Pringle Creek Cost Analysis.

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
PA #4, Mixed Concrete	$47.29	5.36 cu. yd.	8.82	8.00	$42.88
PA #5, Alterations to Garages	81.70	100%			81.70
PA #6, Cement Adjustment		192.05 bbl.		2.10	- 403.31
Force Account	708.14				708.14
	$91,505.37				$91,471.71

Total Cost	$91,505.37
Gross Revenue	91,471.71
Net Loss	$33.66

Salem-Pringle Creek

Detail of Cost

Labor:

Supervision	$1,709.27	
Labor	24,636.02	
State Industrial Accident Insurance	1,709.82	
Unemployment Insurance	791.24	
Social Security	262.96	
		$29,109.31

Materials:

Cement	8,633	bbls.	at	$1.90	$16,402.70	
Concrete Aggregate	6,943	cu. yd.	at	1.10	7,637.30	
3/4"-0" Crushed Rock	4,180	" "	"	1.20	5,016.00	
Royalty 3"-0" Mat'l	13,469	" "	"	0.15	2,020.35	
8" Sewer Pipe	390	lin. ft.	"	0.20	78.00	
12" " "	310	" "	"	0.28	86.80	
18" " "	690	" "	"	0.59	407.10	
12" Concrete Pipe	957	" "	"	0.38	363.66	
18" " "	204	" "	"	0.82	167.28	
24" " "	249	" "	"	1.30	323.70	
36" " "	104	" "	"	3.45	358.80	
48" " "	100	" "	"	5.60	560.00	
12" Corr. Iron Pipe	268	" "	"	0.72	192.96	
12" Corr. Iron Bands	13		"	0.93	12.09	
Catch Inlet Frames and Grates	14		"	8.50	119.00	
Metal Reinforcement	518.3	lbs.	"	0.0342	17.72	
3/4" Electrical Conduit	150	lin. ft.	"	0.09	13.50	
3/4" Ells	4		"	0.22	0.87	
3/4" Caps	4		"	0.10	0.40	
1/2" Expansion Joints	125	lin. ft.	"	0.111	13.87	
3/4" " "	1,386	" "	"	0.148	205.13	
Dowels	1,354		"	0.1152	155.98	
" Sleeves	1,354		"	0.035	47.39	
Tie Bars & Reinforcement	27,453	lbs.	"	0.0342	940.82	
18" x 8" T Joints	12		"	2.70	32.40	
12" x 8" T "	1		"	2.70	2.70	
Redi-Mix Concrete	5.36	cu. yd.	"	5.85	31.36	
Wedges					5.00	
Steel for Junc. Box					19.55	
Latex	50	Gal.	"	1.54	77.00	
Treated Lumber	640	M-FBM	"	50.00	32.00	
						35,341.43

Salem-Pringle Creek

Detail of Cost (Cont'd)

Sub-Contract, Warren Northwest Inc.:

Class "B" Asphaltic Concrete	825.74 Tons	at $6.75	$5,573.74		
Cutback Asphaltic Concrete	125.5 "	" 6.75	847.13		
				$6,420.87	

Equipment Rental, Small Tools & Supplies:

Equipment Rental & Repairs	$9,571.42	
Gas, Oil and Grease	3,392.08	
Small Tools & Misc. Supplies	2,478.04	
Lumber	1,927.87	
Main Office	1,116.76	
Bond	850.51	
Freight & Cartage	722.50	
Hired Equipment	454.58	
Explosives	120.00	
		20,633.76
Total Cost		$91,505.37

Salem Paving

REMARKS:

This contract was bid and awarded September 28th, 1939; work was started October 9th, 1939, and the contract was completed October 22nd, 1940.

A loss is shown on the single class excavation due mainly to the low bid of $0.16 per cu. yd. About 30,000 cu. yds. were on new alignment, and the remaining 17,000 cu. yds. consisted of revising the grade and widening the existing highway. Two 30 cu. yd. tournapulls, two 96 h.p. tractors and dozers and a power blade were brought in to move 20,000 cu. yds. in 1939, and five 96 h.p. tractors and five 12 cu. yd. scrapers were used to complete the excavation in 1940. The majority of the trench excavation was done with a 3/8 cu. yd. shovel.

Pavement removal was done with a 3/8 cu. yd. shovel equipped with a drop hammer and 96 h.p. tractors and 12 cu. yd. scrapers.

The miscellaneous concrete items show a profit due to a good organization and fair bid prices.

The 3"-0" pit run base material was taken from the Blake pit 2.1 miles east of the project. A 3/4 cu. yd. shovel, seven 1½-ton trucks, a power blade and 10-ton roller were used to handle this item. A royalty of $0.05 per cu. yd. was paid for this material.

The profit shown on the paving is small due to the low bid price. The most modern of paving equipment was used, but because of the small size of the job and the consequent delay in waiting for curing the costs were increased. Cement was hauled directly from Portland in cans that held 32 barrels that fitted the beds of the contractor's 1½-ton dump trucks. Concrete aggregates were purchased from a local commercial plant f.o.b. the batch plant, which was set up at the south end of the project. Equipment consisted of the 5-scale batch plant, two 3/8 cu. yd. shovels for loading aggregate, three 1½-ton trucks for hauling aggregate to batch plant, a 96 h.p. tractor and crane for handling the barrels of cement, an average of six 1½-ton trucks hauling the batched material, a 34 cu. ft. automatic tandem mixer, a Blaw-Knox finisher and a Johnson methanical bullfloat. The production averaged 341 sq. yds. an hour operating time.

E. H. Clymer
Cost Analyst

By . . J. D. Nelson

RECEIVED
APR 21 1941
FOR FILING

176 - E - 1

April 21, 1941

Warren Northwest Inc.
Highway & Road Contractors
P. O. Box 5072
Portland, Oregon

Gentlemen:

This will acknowledge receipt of your letter of April 18th and advise that a final payment was mailed to Tidepoint Company of Astoria for surfacing and oiling the Summit-Mist Section of the Mist-Clatskanie Secondary Highway, Contract No. 2264, on April 8, 1941, in the amount of $547.63. This contract was accepted by the Commission on Oct. 11, 1940.

Final payment was made to Roy L. Houck for grading and surfacing the Salem-Pringle Creek Section of the Pacific Highway under contract No. 2227 in the amount of $2735.15 on March 20, 1941. This contract was accepted by the Commission on November 13, 1940.

Yours very truly,

STATE HIGHWAY COMMISSION

By

DGD:OA

Secretary

RECEIVED
APR 9 1941
FOR FILING

176-E-1

ROY L. HOUCK
GENERAL HIGHWAY CONSTRUCTION
212 U. S. NATIONAL BANK BUILDING
SALEM, OREGON

March
Thirty-first
1941

State Highway Commission of Oregon,
Salem, Oregon.

Dear Sirs:

Recently I received a copy of a so-called "amended notice of claim" addressed to the State of Oregon by the Salem Water Commission, of Salem, Oregon, in which the Salem Water Commission indicates that it claims that the sum of $276.50 is owing by me to it "for the work of repairing damages done to water service and mains on the South Salem Section of the Pacific Highway East and between Hoyt Street on the North and McGilchrist Street on the South."

This is to advise you that I deny liability for payment of such sum of $276.50, or any part thereof.

For your further information, I desire to state the following: That, as a contractor, I held, and performed, State Highway Contract numbered 2227 for the construction of the Salem-Pringle Creek Section of the Pacific Highway in Marion County, Oregon. In the course of my performance of such contract, both Mr. Hedda Swart, Resident Engineer of the State Highway Commission, and I gave ample notice to the Salem Water Commission to remove its water pipes, or water service and mains, to the new location to be provided therefor, such notice having been given before my construction operations were commenced. Instead of acting upon such notice promptly, or within a reasonable time, the Salem Water Commission chose to do nothing and thereby to make it necessary for me to excavate the earth from its old water pipes as a necessary incident to performance of my own construction work, the Salem Water Commission evidently

REFERRED TO
DeSart
BY SECRETARY

note on card and return [illegible] to me

NOTED
H. B. GLAISYER

NOTED
D. G. DeSart

desiring to avoid incurring the expense of attending to that work on its own behalf. Thereafter the Salem Water Commission chose to use the trench which I had caused to be excavated for sewer pipes as the place in which to install its present water service. Both Mr. Swart and I warned a representative of the Salem Water Commission that if it elected to install its water service in that manner, it necessarily must assume the risk of any damage to its properties which might occur and that it must reimburse me for any additional expense which I might thus incur on its behalf. This method of operation on the part of the Salem Water Commission caused many difficulties and delays for me in my own construction work, and the additional expense and damage resulting to me therefrom far exceeds the amount of the claim which the Salem Water Commission has made against me. It is my intention, therefore, not only to resist payment of this claim which has been made against me (and also against the Great American Indemnity Company, the surety on my bond) by the Salem Water Commission, but, on the other hand, also to press my claims against the Salem Water Commission growing out of the same transaction.

Furthermore, I desire to suggest that there is no authority of law for the presentation of this claim (which is a claim for alleged damages) of the Salem Water Commission to the Secretary of State, or for the recognition thereof for any purpose by the Secretary of State or by you.

Copies of this letter are being delivered to Honorable Earl Snell, Secretary of State, and to the Salem Water Commission.

Yours very truly,

A. L. Houck

REGISTERED
MAIL
FOR [illegible]

176-E-1

March 21, 1941

Great American Indemnity Co.
Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Dear Sir:

Attached hereto is a copy of an amended notice of claim in the amount of $276.50 filed by the Salem Water Commission against the bond taken from R. L. Houck in connection with State Highway contract No. 2227 for construction of the Salem-Pringle Creek Section of the Pacific Highway East in Marion County.

This amended notice was forwarded to this office by the Secretary of State.

Yours very truly,

STATE HIGHWAY COMMISSION

By

Secretary

OA

cc: Roy L. Houck
Pioneer Trust Building
Salem, Oregon

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MAR 2[illegible] 1941
FOR FILING

176-E-1

March 21, 1941

Honorable Earl Snell
Secretary of State
Salem, Oregon

Dear Sir:

This will acknowledge receipt of your letter of March 20th enclosing a copy of an amended notice of claim in the amount of $276.50 filed by the Salem Water Commission against the bond taken from Roy L. Houck in connection with State Contract No. 2227 for construction of the Salem-Pringle Creek Section of the Pacific Highway East.

In accordance with our usual practice, we are today bringing this to the attention of the surety on the bond furnished by Mr. Houck.

Yours very truly,

STATE HIGHWAY COMMISSION

By

OA   Secretary

NO
D. G. DeSart

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

[illegible] 21 1941

March 20, 1941

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There is enclosed for your information, a copy of an amended notice of claim by Salem Water Commission for $276.50 against the bond taken from Roy L. Houck, principal, and Great American Indemnity Company, surety, for work on the South Salem Section of the Pacific Highway East, which was received and filed in this office today.

Very truly yours,

Earl Snell
Secretary of State

S:FM
enc. 1

REFERRED TO [illegible]
BY SECRETARY

usual letter
HHS

AMENDED NOTICE OF CLAIM

of

SALEM WATER COMMISSION of the CITY OF SALEM, OREGON

TO: STATE OF OREGON

NOTICE is hereby given that the undersigned Salem Water Commission has a claim for materials and labor expended and furnished in the sum of Two Hundred Seventy-Six and 50/100 ($276.50) Dollars, against the bond taken from ROY L. HOUCK, contractor, as Principal, and the Great American Indemnity Company as Surety, for the work of repairing damages done to water service and mains on the South Salem Section of the Pacific Highway East and between Hoyt Street on the North and McGilchrist Street on the South.

SALEM WATER COMMISSION

By Van Wieder
Van Weider, Chairman

ATTEST:

Hannah Martin
Hannah Martin, Clerk

RECEIVED
[illegible]

176-E-1

March 8, 1941

Hon. Earl Snell
Secretary of State
State Capitol
Salem, Oregon

Dear Sir:

This acknowledges receipt of your letter of March 7 enclosing three copies of a notice of claim by Salem Water Commission in the amount of $276.50 against Roy L. Houck, contractor for the grading and paving of the Salem-Pringle Creek Section of the Pacific Highway East, in Marion County.

We have made note of this claim in our records of this job and will today notify the contractor and his surety thereof.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

DGD:mbl

NOTED
D. G. DeSart

March 8, 1941

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We have today received, through the office of the Secretary of State, three copies of a notice of claim by Salem Water Commission against Roy L. Houck, in the amount of $276.50, for materials and labor furnished in connection with the contract for the grading and paving of the Salem-Pringle Creek Section of the Pacific Highway East, in Marion County.

Inasmuch as you are surety for the contractor on this job we hand you herewith, for your information and such action as is necessary, a copy of this notice of claim. We are also sending a copy to Mr. Houck.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

RGD:mkl

cc - Roy L. Houck

a

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

[illegible] AR 5 - 1941

[illegible]

Oregon [illegible]
[illegible], Oregon

Gentlemen:

There are enclosed for your information and files, three copies of [illegible] against the [illegible] on the South [illegible] Section of the Pacific Highway [illegible] which were received from [illegible].

Please [illegible] of the copies [illegible] to complete our files.

Very truly yours,

Earl Snell
Secretary of State

[illegible]

[illegible]

BY SECRETARY

usual letter

NOTICE OF CLAIM

of

SALEM WATER COMMISSION of the CITY OF SALEM, OREGON

TO: STATE OF OREGON

NOTICE is hereby given that the undersigned Salem Water Commission has a claim for materials and labor expended and furnished in the sum of Two Hundred Seventy-six and 50/100 ($276.50) Dollars, against the bond taken by the Great American Indemnity Company for the work of repairing damage done to water service and mains on the South Salem Section of the Pacific Highway East and between Hoyt Street on the North and McGilchrist Street on the South.

SALEM WATER COMMISSION

By VAN WEIDER
Van Weider, Chairman

ATTEST:

HANNAH MARTIN
Hannah Martin, Clerk

Recorded and Endorsed:
File No. 2980
Filed March 7, 1941
EARL SNELL, Secretary of State

RECEIVED
MAR 5 1941
FOR FILING

176-E-1

March 4, 1941

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2227 for grading and paving the Salem-Pringle Creek Section of the Pacific Highway East, in Marion County, has been completed by the contractor, Roy L. Houck, and that final settlement will be made by the state with said contractor on or after March 14, 1941.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred, and remaining unsatisfied, in the performance of such work, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $91,471.71, including final payment, and that of this amount $708.14 was for force account work. This contract was completed on October 22, 1940, and accepted by the Commission on November 13, 1940.

Very truly yours,

STATE HIGHWAY COMMISSION

NOTED
D. G. DeSart

By

Secretary

DGD:mbl

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FOR FILING

176-E-1

9

February 26, 1941

Mr. E. L. McDougal
1401-1437 American Bank Building
Portland, Oregon

Dear Sir:

In reply to your inquiry of February 20 you are advised that State Highway Contract No. 2227 with Roy L. Houck, for grading and paving on the Salem-Pringle Creek Section of the Pacific Highway East, in Marion County, was completed on October 22, 1940, and accepted by the Commission on November 13, 1940.

Bond for the performance of this contract was furnished by the Great American Indemnity Company, for which Harvey Wells-Reed Insurance Agency, located in the Failing Building, Portland, is local agent.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

DGD:mbl

NOTED
D. G. DeSart

RECEIVED
FEB 26 1941
FOR FILING

176-E-1

February 25, 1941

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Attention of J. F. Cameron

Dear Sir:

As requested in your letter of February 24, 1941, we are sending you, this date, under separate cover, two additional blueprints of the revised Joint Design and Reinforcement Plan for the Salem-Pringle Creek Section, Pacific Highway, FAP 176-E (1).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

VGO'M:ER

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
FEB 25 1941

February 24, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of Mr. Probert's letter of February 19, enclosing two blueprints of Joint Design and Reinforcement Plan for the Salem-Pringle Creek Section, Pacific Highway, FAP 176-E (1).

We note a number of minor changes, made during construction, from the design accompanying the P.S.& E. plans and find it necessary to secure two additional prints of the design as constructed.

Please mark these for the attention of J. F. Cameron.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

9

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FEB 1 [illegible]
FOR

176-E-1

February 19, 1941

Mr. W. H. Lynch
District Engineer
Federal Works Agency
Public Roads Administration
Post Office Building
Portland, Oregon

Attention of J. F. Cameron

Dear Sir:

In accordance with your request of January 31, 1941, we are sending you this date, under separate cover, two blueprints of the revised Joint Design and Reinforcement Plan for the Salem-Pringle Creek Section, Pacific Highway, Oregon FAP 176-E (1).

The revised plan is based on construction data and represents the actual field conditions.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

WGO'N:ER

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
FEB 1 - 1941
OREGON
STATE HIGHWAY COMMISSION

January 31, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

May we have two prints of Joint Designs and Reinforcement plan, revised, for Salem-Pringle Creek Section, Pacific Highway, Oregon FAP 176-E (1).

It is noted from a recent inspection of this experimental project that a small number of transverse cracks have shown up approximately at the center of the 495 ft. reinforced section.

Will you please mark the prints for attention of J. F. Cameron.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

1/8/41
cc. to Low
with Direc Print
to be sent to
FDE. for
data

Form E-1—5M—6-40

D

176-E-1

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

FINAL REPORT

For Week Ending February 1, 1941

Section Salem - Pringle Creek

Kind of work Grading & Paving

Highway Pacific East

Section prefix 24-1107

Contractor Roy L. Houck

Contract number 2227

Date of contract September 28, 1939

Date of completion August 31, 1940

Date work started October 9, 1939

Estimated date of completion ...., 19...

Amount of contract $ 86,765.50

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 92,313.76

Per cent of contract completed, based on total contract price 100. %

Engineering cost to date, $ 8432.71, 9.13%

Date project was completed October 22, 1940

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The construction profile has been completed and was submitted to the Division office today, February 1st. This completes all work on engineering on this project.

NOTED

NOTED
T. N. HACKETT

RECEIVED
FEB 3 - 1941
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

Signed H. S. Swart

Address Salem, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ...

		WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	26	Fair		
Monday	27	Fog		
Tuesday	28	Cloudy		
Wednesday	29	Fog		
Thursday	30	Rain		
Friday	31	"		
Saturday	1	"		

STATE PRINTING DEPT.

RECEIVED
JAN 31 1941
FOR FILING

176-E-1

January 30, 1941

Salem Water Commission
Salem, Oregon

Attention: I. L. Darby, Auditor

Gentlemen:

This acknowledges receipt of your letter of January 29 advising of your claim against contractor Roy L. Houck, in the aggregate amount of $276.50, covering expense incurred by you in connection with repair of damages to water service and mains during the construction of the South Salem Section of the Pacific Highway East.

The contract to which you refer is state highway contract No. 2227 and consists of grading and paving the Salem-Pringle Creek Section of the Pacific Highway East, in Marion County. The contract was awarded to Mr. Houck on September 28, 1939, and in connection therewith Mr. Houck furnished the state with a surety bond for the protection of claims. This bond is offered to you for the protection of your claim. It was written by the Great American Indemnity Company for whom Harvey Wells-Reed Insurance Company is agent with offices in the Failing Building, Portland.

I would suggest that you file notice of your claim with the bonding company and also with the Secretary of State in accordance with the provisions of Chapter 517, Oregon Laws, 1939, a mimeographed copy of which is inclosed. If you do not secure satisfaction by so doing then you still have recourse to action in the courts.

Very truly yours,

HBG:AM

Secretary

NOTED
D. G. DeSart

January 30, 1941

Great American Indemnity Co.
Harvey Wells-Reed Insurance Co., Agent
Failing Building
Portland, Oregon

Gentlemen:

The State Highway Commission has today been advised that the Salem Water Commission has a claim in the amount of $276.50 against Roy L. Houck in connection with his contract, No. 2227, for grading and paving the Salem-Pringle Creek Section of the Pacific Highway East, in Marion County.

This information is given you inasmuch as you appear surety on the contract bond furnished by Mr. Houck.

Very truly yours,

HBG:AM Secretary

cc - Mr. Roy L. Houck
212 U. S. National Bank Bldg.
Salem, Oregon

SALEM'S MUNICIPALLY OWNED WATER SYSTEM

SIONERS
V. M. DOUGHTON, CHAIRMAN
E. B. GABRIEL
E. B. GRABENHORST
O. A. OLSON
VAN WIEDER

C. VAN PATTEN, MANAGER
SALEM WATER DEPARTMENT

SALEM WATER COMMISSION
CITY OF SALEM, OREGON

RECEIVED
JAN 30 1941
STATE HIGHWAY COMMISSION

January 29, 1941

State Highway Commission
State Office Building
Salem, Oregon

Gentlemen:

We are enclosing herewith duplicate statements which have been submitted to R. L. Houck. These cover damages to our service lines and mains on South Commercial Street during his construction operations.

We have not received a settlement to date and will appreciate your taking these into consideration when making final settlement with him.

Thanking you, we are

Respectfully,

SALEM WATER COMMISSION

By I L Darby
Auditor,
Salem Water Department

ID:C
cc: R. L. Houck

COPY

CITY OF SALEM
WATER DEPARTMENT

January 29, 1941

Mr. R. L. Houck
212 U. S. Nat'l. Bank Bldg.
Salem, Oregon

Dear Sir:

We are enclosing herewith statements aggregating $276.50 which covers the expense in connection with damages to services and mains during the construction work on South Commercial Street, also, for water service from September 30th to October 31st.

We will appreciate if you will forward us remittance at your very earliest convenience in order that we may close and dispose of the account.

Thanking you for your attention, we are

Respectfully,

SALEM WATER COMMISSION

By T L Darby
Auditor,
Salem Water Department

TD:C
cc: State Highway Com.

*
88.92
4.36
8.75
174.47

276.50*

CITY OF SALEM
WATER DEPARTMENT
304 S. COMMERCIAL ST.
PHONE 4161

Salem, Oregon 1-28-41

W. O. No. 255

Ledger Acc't 151 114-1

Customer's Acc't No.

ational Bank Building
em

ITEMS	DEBIT	CREDIT	BALANCE
epairing service damaged by highway cons't.			
r	60.19		
rial	12.77		
. A. C. Ins.	2.53		
Mileage Expense	5.35		
10% Overhead	8.08		
			88.92

CITY OF SALEM
WATER DEPARTMENT
304 S. COMMERCIAL ST.
PHONE 4161

Salem, Oregon 1-28-41

W. O. No. 255

In account with R. L. Houck

Ledger Acc't 151 114-1

Address 212 U. S. National Bank Building
Salem, Oregon

Customer's Acc't No.

DATE		ITEMS	DEBIT	CREDIT	BALANCE
		Replacing and repairing service damaged by highway cons't.			
		Labor	60.19		
		Material	12.77		
		S. I. A. C. Ins.	2.53		
		Auto Mileage Expense	5.35		
		10% Overhead	8.08		
					88.92

CITY OF SALEM
WATER DEPARTMENT
304 S. COMMERCIAL ST.
PHONE 4161

Salem, Oregon 1-28-41

W. O. No.

In account with R. L. Houck

Ledger Acc't 543-3

Address U. S. National Bank Bldg., Salem, Ore.

Customer's Acc't No.

DATE		ITEMS	DEBIT	CREDIT	BALANCE
		Replacing gate valve box at Hoyt & Commercial Sts.			
		Gate Valve Box	2.75		
		1½ hrs. Labor	1.06		
		Automobile Expense	.15		
		10% Overhead Charge	.40		4.36

CITY OF SALEM
WATER DEPARTMENT
304 S. COMMERCIAL ST.
PHONE 4161

Salem, Oregon 1-28-41

W. O. No.

In account with R. L. Houck

Ledger Acc't 114

Address 212 U. S. National Bank Bldg., Salem, Ore.

Customer's Acc't No. 26-620

DATE		ITEMS	DEBIT	CREDIT	BALANCE
		Water service 9-30 to 10-31-40	8.75		

CITY OF SALEM
WATER DEPARTMENT
304 S. COMMERCIAL ST.
PHONE 4161

Salem, Oregon 1-28-41

W. O. No. 255

Ledger Acc't 543-4

Customer's Acc't No.

In account with R. L. Houck

Address 212 U. S. National Bank Building
Salem, Oregon

DATE		ITEMS	DEBIT	CREDIT	BALANCE
		Replacing and repairing services and mains damaged by highway construction.			
		Labor	112.77		
		Material	32.00		
		Automobile mileage expense	9.10		
		Compensation insurance	4.74		
		10% Overhead expense	15.86		
					174.47

RECEIVED
JAN 31 1941
FOR FILING

176-E-1

January 31, 1941

Great American Indemnity Company
Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

On January 29 we advised you that semi-final payment, in the amount of $2,375.60, would be paid to Roy L. Houck for work performed on his contract No. 2227, for grading and paving the Salem-Pringle Creek Section of the Pacific Highway East, on or after February 8, 1941, and that the retained percentage was $1,583.73.

We find that this information was taken from a voucher for payment of another contract and is in error. The correct amount of Mr. Houck's semi-final payment is $4,475.69, and the correct retained percentage is $2,744.43.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGB:RS

NOTED
D. G. DeSart

RECEIVED
JAN 30 1941
FOR FILING

176-E-1

January 29, 1941

Great American Indemnity Co.
Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Roy L. Houck, on contract No. 2227, Salem-Pringle Creek Section of the Pacific Highway East, in Marion County, Oregon. This payment, in the amount of $2,375.60, will be made on or after February 8, 1941. The retained percentage is $1,583.75.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

NOTED
D. G. DeSart

RECEIVED
JAN 16 1941
FOR FILING

176-E-1

January 15, 1941

Mr. Roy L. Houck
212 U. S. Nat'l Bank Bldg.
Salem, Oregon

Dear Sir:

At the meeting of the State Highway Commission held on November 13, 1940, the following action was taken on your request for extension of time:

> "Roy L. Houck, Contract No. 2227, for grading and paving the Salem-Pringle Creek Section of the Pacific Highway East, in Marion County, requested an extension of time, from August 31 to October 25, 1940, within which to complete this project. He alleged that his failure to complete the job within the specified time limit was occasioned by orders from the Engineer to complete the Albany grading and paving project before starting the work at Salem; also the failure of the gravel company to furnish crushed material for shoulder construction. The Engineer advised that the reasons given by the contractor for failure to complete the project within the specified time limit are correct. He recommended in view thereof that the extension of time requested be granted without penalty. A letter was presented from the Public Roads Administraion concurring therein. The Commission approved the recommendation unanimously."

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

cc - F. D. Eason

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176-E-1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

Stencil No. 8.

IN YOUR REPLY PLEASE
REFER TO FILE No. ________

POST OFFICE BUILDING
PORTLAND, OREGON

December 6, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAP 176-E (1), Salem-Pringle Creek Section of the Pacific Highway East ________, was made by a representative of this office on November 25, 1940. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Sr. Highway Engineer

Jeon

RECEIVED
SEP 16 1940
FOR FILING

176-E-1

September 13, 1940

Mr. Fred Larson
2600 South Commercial
Salem, Oregon

Dear Mr. Larson:

Your name appears at the head of the list of those signing a petition, dated September 11, 1940, wherein the State Highway Commission is requested to substitute concrete sidewalks for the proposed black top sidewalks in connection with the improvement of the Pacific Highway near the south city limits of Salem. We assume that, inasmuch as your name appears at the head of the list of signers, you were responsible for the circulation of the petition. However, if our assumption is erroneous we will thank you to pass this letter on to the proper party.

The highway project to which you refer is a federal aid highway project which is being financed in part by the federal government—in fact the government is contributing approximately 60 per cent of the cost of the work. The government has prescribed certain rules and regulations which must be followed explicitely in the expenditure of the federal funds, and in this particular instance the government has agreed to an expenditure of federal funds for the construction of sidewalks of bituminous material rather than of Portland cement concrete, except in instances where existing Portland cement concrete sidewalks have been destroyed by reason of the highway construction. In such cases the government will approve an expenditure for replacement of sidewalks in kind. In cases where the existing sidewalks were of wooden construction and in those instances where no sidewalks previously existed, the government has authorised an expenditure of government funds to build bituminous sidewalks which are considered better than wooden sidewalks and, I am sure you will agree, are better than no sidewalks at all.

I might explain that the bituminous sidewalks are of substantial construction and have a roughened surface to prevent slipping. I do not believe that you will be dissatisfied when they are completed.

The cost to construct Portland cement concrete sidewalks is considerably more. Some of the people residing along this new highway improvement have expressed a preference for the Portland cement concrete type and have deposited with the State Highway Commission their certified checks to pay the excess cost over and above the cost of the bituminous sidewalk. The Highway Commission will be pleased to make similar changes in the type of construction if the property owners will pay the difference between the cost of the two types and will file their certified checks with the Commission for such amount. The change in the type of construction, however, cannot be made under any other conditions.

I wish to point out that this entire highway improvement is being made at no cost whatsoever to the adjacent property owners but is being financed entirely with federal and state funds. The Commission is of the belief that, when this job is completed and the adjacent property owners have adjusted themselves to the new conditions, they will be well satisfied and proud of the improvement regardless of the fact that the sidewalks are of the bituminous type.

As stated above, it will be appreciated if you will pass this letter on to the party circulating the petition in the event you are not that party. Thanking you, I remain

Very truly yours,

Secretary

HBG:AM

NOTED
R. B. McCullough

September 11, 1940

RECEIVED
SEP 12 1940
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We the undersigned are all residents of the community where the new state highway improvement, immediately south of the city limits of Salem, Oregon, is being made. It is our understanding that it has been planned to construct the sidewalks each side of the said new highway construction of Black Top; it is the desire of each of us that said sidewalks as far south as Hanson Avenue be constructed of concrete instead of Black Top.

ANSWERED
H. B. GLAISYER

We respectfully make this petition for the reason that all of us will use such sidewalks as far south as Hanson Avenue, and we believe that a black top sidewalk would be dangerously slippery in wet and cold weather, and soft and unusable in hot weather. We would greatly appreciate having such portion of said sidewalks being constructed of concrete.

Respectfully submitted,

Fred Jansen [illegible] (*)
[illegible] 2525 [illegible]
[illegible]

Mr+Mrs Virgil L. [illegible] 2895 S. Commercial
Mr.&Mrs. W.P. Newmyer 210 Hanson Ave.
Mr. & Mrs. C. W. [illegible] 180 Vista
Mr & Mrs. Arthur S Washburn 20 Fairview Ave.
Mrs. C.L. Schweinfurth, 25 Fairview Ave.
Mr. W.A. Wood " " "
Mr. & Mrs. Ernest Slater 50 " "
Mr. & Mrs. R. D. Cooper 60 Fairview Ave.
L S Easton 70 Fairview ave Salem
Mrs L S Easton 70 Fairview Ave Salem
Mrs Geo. Hougen 80 Fairview Ave. Salem
Geo. Hougen do do

Mr & Mrs H. E. McIlvain	90 Fairview ave
Mrs J. M. Smith	100 Fairview av
" L. E. Hinkle	100 Fairview Ave
D. C. Burton	110 Fairview Ave
Mrs. D. C. Burton	110 Fairview ave.
Henry C. Newman, Sr.	130 Fairview
Mrs H. C. Newman	
Henry Willecke	150 Fairview
Mrs. Hy. Willecke	" "
Sam Schirman	" "
Mrs Sam Schirman	" "
Opal L. Gardner	140 Fairview ave.
W. L. [illegible]	" "
Mr. & Mrs. M. C. Moynihan	170 Fairview Ave.
Mr. & Mrs R. C. Hinz Jr.	180 Fairview Ave
Mr & Mrs. M. Gustafson	190 Fairview Ave.
Mr & Mrs F. Massey	200 Fairview Ave
Mr & Mrs M. B. Porter	220 Fairview ave.
Mr & Mrs. R. J. Laub	210 Fairview ave
Mr & Mrs L. A. Peters	240 Fairview Ave
Mr & Mrs G. P. Elliott	250 Fairview ave
Mr. & Mrs. Henry Newman Jr.	130 Fairview Ave.
Mr. and Mrs. Harry Wickoff	300 Vista ave.
Mrs. Wayne D. Harding	280 Vista Ave
Mrs. Melvin Clemens	270 Vista Ave.
J. W. Head	260 Vista ave.
Mrs V. E. Saltis	250 Vista Ave

Mr. & Mrs. Elvin Thomas
Mr. & Mrs. M. P. [illegible]
Mr & Mrs J. N. Harbert 200 Vista Ave
E W Harkey 2960 South Com'l
Mary Harley 2960 So Com'l
[illegible] [illegible] 2 " " Iowa ave
[illegible] [illegible] " " " "
Virgil T. Golden 2895 S. Commercial Street, Salem, Oregon

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SEP 13 1940
FOR FILING

176-E-1

[illegible]-4038 1M 9-37

File contract # 2227

CITY OF SALEM
WATER DEPARTMENT
304 S. COMMERCIAL ST.
PHONE 4181

Salem, Oregon 9/12/40

W. O. No. 255

Ledger Acc't [illegible]

In account with R. L. Houck

Address 212 U. S. National Bank Bldg., Salem, Oregon

Customer's Acc't No.

DATE		ITEMS	DEBIT	CREDIT	BALANCE
		Replacing and repairing services and mains damaged by highway construction.			
		Labor	112.77		
		Material	32.00		
		Automobile mileage expense	9.10		
		Compensation insurance	4.74		
		10% Overhead expense	15.86		
			174.47		

REFERRED TO DeSart BY SECRETARY

NOTED
D. G. DeSart

RECEIVED
AUG 23 1940
FOR FILING

176-E-1

August 22, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We refer to your letter of August 6, regarding a laboratory test made on base rock for use on the Salem-Pringle Creek Project, FA 176-E (1).

The sample tested was representative of a part of the source only, and as soon as the results of the test became known, the contractor was required to move to another part of the source. Tests on samples from this other part of the source were run and laboratory reports on them were sent to you on August 10 and August 15, the report numbers being 137,185 and 137,186. These tests indicated the materials to be satisfactory.

Complete soil analysis tests were run on additional samples from the part of the source that had tested unsatisfactorily, and under those tests the materials indicated an A-2 classification, which, while not necessarily meeting the specified plasticity index requirement, is generally considered to be satisfactory for base construction.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

August 6, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Federal Aid Project 176-E (1).

The specifications for Rock Base provide for 40 to 20 per cent passing the 1/4 inch opening and of the material passing the #40 sieve the plasticity index shall not exceed 6.

A test report of this material just received shows the quantity passing the 1/4 inch is slightly low, being 16.6%, and the plasticity index is high, being 9. The report states this material is suitable for use if corrected. We would appreciate your advice as to what steps are proposed to correct this material, if it is to be used.

As this project is an experimental project, we believe the specifications should be closely adhered to.

Very truly yours,

W. H. LYNCH
District Engineer

By:

F. E. Andrews
Sr. Highway Engineer

RECEIVED
AUG 16 1940
FOR FILING

176-E-1

Salem, Oregon
August 15, 1940

Mr. F. B. Mason
Highway Division Engineer
Salem, Oregon

Dear Sir:

This is to advise that in connection with the Ray Houck contract for grading and paving work on the Salem-Pringle Creek Section, you are authorized to permit the substitution of bar mat reinforcement for the wire fabric reinforcement called for by the contract.

The bar mat is to be made up of ⅜" round bars of intermediate grade steel. Longitudinal bars to be 20' long spaced 5¼" c. to c. and the transverse bars to be 10' - 6" long spaced 12" c. to c. The mats are to overlap each other a full 12 inches. Outside longitudinal bars are to be wired to each transverse bar. Interior bars are to be wired to transverse bars at every second intersection, unless less frequent wiring is found to produce sufficient stability in the mat.

Payment for the bar mats in place will be made at the price bid per pound ($0.06) for the item "Tie Bars and Reinforcement," with an additional allowance of one cent per pound as a "size extra" to cover the extra cost of bars smaller than ½". A price agreement should be put through to cover the one cent extra allowance.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

cc to H. G. Smith
Hedda Swart
Ray Houck
Poole & McGonigle

FA 176-E-1

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE NO. Oregon FAP 176-E (1)
Salem-Pringle Creek Sec.
Pacific Highway East

March 7, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Jon

Way pr: 3971

Form P. R. 2

State Oregon

Federal Aid Project No. 176-E(1)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 26th day of January, 1940 by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 25th day of September, 1933, a revised project statement, which was approved by the Secretary on the 5th day of October, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section E(1) of said project which were recommended for approval by the United States District Engineer on the 13th day of September, 1939; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications. and estimates, and the sum of fifty-seven thousand, two hundred seventy and 00/100 dollars ($57,270.00) as the share of the United States payable under said act on account of Section E(1) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5510

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State from Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 88, laws 1931. (Include date and citation of act of legislature by which authorized)

(b) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 0+00 at the South City Limits of Salem in Section 34, T. 7 S., R. 3 W., W. M., and survey station 85+00 in the NE 1/4, Section 10, T. 8 S., R. 3 W., W. M., the north end of Section C of said project, length 1.589 miles, in Marion County, being Section E(1) of Oregon Federal Aid project No. 176, consisting of 1.589 miles of roadway and no bridges, ~~[illegible]~~ of more than 20 feet clear span.

~~(1) A mile in length.~~

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

Wherever in this document the terms "Secretary" or "Secretary of Agriculture" appear they shall include or have reference to the Federal Works Administrator, as the context requires, to conform to the President's First Plan on Government Reorganization under the Reorganization Act of 1939.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section E(1) of said project shall not in any event exceed the sum of fifty-seven thousand, two hundred seventy and 00/100 dollars ($57,270.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of ninety-five thousand, four hundred forty-two and 05/100 dollars ($95,442.05), the approved total estimated cost of Section E(1) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, laws 1927; Chap. 88, laws 1931.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the .... day of FEB 12 1940, 19......

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By ....

Member, State Highway Commission
(Title of officer)

By ....

....
(Title of officer)

By ....

....
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,
[illegible],

By H. J. O'Leary
[illegible]
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE [illegible]

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Federal Aid Project No. 176-E(1) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 95,442.05 as the total estimated cost of said project, and the sum of $ 57,270.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of ______ one thousand nine hundred and FEB 12 1940

FEDERAL WORKS ADMINISTRATOR,
~~Secretary of Agriculture.~~

By H.J. O'Leary
~~Acting Chief, Bureau of Public Roads.~~
Acting Commissioner of Public Roads.

U.S. GOVERNMENT PRINTING OFFICE 8—[illegible]

Wherever in this document the terms "Secretary" or "Secretary of Agriculture" appear they shall include or have reference to the Federal Works Administrator, as the context requires, to conform to the President's First Plan on Government Reorganization under the Reorganization Act of 1939.

176-E-1

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

(Stencil #28)

RECEIVED
DEC 27 1939

IN YOUR REPLY PLEASE REFER TO FILE No. Ore. FAP 176-E (1)
Salem-Pringle Creek Section
Pacific Highway East

POST OFFICE BUILDING
PORTLAND, OREGON

December 26, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Sr. Highway Engineer

RECEIVED
DEC 14 1939
FOR FILING

FA 176-E-1

November 7, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Salem-Pringle Creek Section, Project No. FA 176-E (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department　　　　Federal Aid Project No. 176-E (1)

SALEM-PRINGLE CREEK SECTION

OF THE PACIFIC HIGHWAY EAST IN MARION COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 30, 1939

46' Concrete Pavement (Sta. 0+00 to 22+28)

All Required		Clearing and Grubbing	$ - -	$ 133.00
580	cu. yds.	Trench Excavation	.50	290.00
8,000	cu. yds.	Excavation, Single Classif.	.16	1,280.00
11,000	yd. sta.	Overhaul	.01	110.00
1,700	yd. mi.	Truck Haul	.10	170.00
0.4	mile	Finishing Roadbed and Slopes	300.00	120.00
30	M-gal.	Sprinkling Embankment Materials	1.50	45.00
1,100	lin. ft.	Rounding Cutbanks	.06	66.00
3,800	sq. yd.	Removal of Old Pavement	.30	1,140.00
550	sq. yd.	Removal of Sidewalks	.10	55.00
200	lin. ft.	8" Sewer Pipe	.50	100.00
450	lin. ft.	12" Sewer Pipe	.60	270.00
800	lin. ft.	18" Sewer Pipe	.90	720.00
380	lin. ft.	12" Concrete Pipe	.55	209.00
40	lin. ft.	Salvaging Culvert Pipe	.50	20.00
2	only	Removal of Catch Basins	5.00	10.00
14	only	Concrete Catch Basins	20.00	280.00
150	cu. yds.	Concrete Curbs and Walls	19.00	2,850.00
600	sq. yds.	Concrete Sidewalks	2.25	1,350.00
80	sq. yds.	Concrete Driveway Aprons	2.25	180.00
2,000	cu. yds.	3" - 0" Material in Base	.65	1,300.00
300	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	1.50	450.00
350	cu. yds.	3/4" - 0" Material in Cushion Course	1.50	525.00
80	cu. yds.	Filler	.20	16.00
80	yd. mi.	Hauling Filler	.10	8.00
11,800	sq. yds.	Portland Cement Concrete Pavement	1.60	18,880.00
550	lin. ft.	Longitudinal Expansion Joints	.30	165.00
900	lin. ft.	Transverse Expansion Joints	.15	135.00
6,000	lin. ft.	Contraction Joints	.03	180.00
950	only	Dowels	.20	190.00
6,300	lbs.	Tie Bars and Reinforcement	.06	378.00
190	tons	Class "B" Asphaltic Concrete	7.00	1,330.00
30	tons	Outback Asphalt Wearing Surface	7.00	210.00
		Subtotal		$ 33,105.00
		10% Engr. & Cont.		3,310.50
		Total		$ 36,415.50

Length	0.422 mile
Cost per mile	$ 86,292.65

22' Concrete Pavement (Sta. 27+28 to 85+00)

All Required		Clearing and Grubbing	$	$ 367.00
920	cu. yds.	Trench Excavation	.50	460.00
41,000	cu. yds.	Excavation, Single Classif.	.16	6,560.00
62,000	yd. sta.	Overhaul	.01	620.00
8,800	yds. mi.	Truck Haul	.10	880.00
1.2	miles	Finishing Roadbed and Slopes	300.00	360.00
170	M-gal.	Sprinkling Embankment Materials	1.50	255.00
5,500	lin. ft.	Rounding Cutbanks	.06	330.00
4,200	sq. yds.	Removal of Old Pavement	.30	1,260.00
100	lin. ft.	8" Perforated Concrete Pipe	.50	50.00
600	lin. ft.	12" Corrugated Iron Pipe	1.00	600.00
370	lin. ft.	12" Concrete Pipe	.55	203.50
70	lin. ft.	18" Concrete Pipe	1.10	77.00
240	lin. ft.	24" Concrete Pipe	1.25	300.00
110	lin. ft.	36" Concrete Pipe	4.30	473.00
100	lin. ft.	48" Concrete Pipe	7.00	700.00
160	lin. ft.	Salvaging Culvert Pipe	.50	80.00
20	cu. yds.	Riprap	1.50	30.00
100	cu. yds.	Rock Backfill in Drains	1.50	150.00
4	cu. yds.	Class "A" Concrete in Junction Box	25.00	100.00
500	lbs.	Metal Reinforcement	.06	30.00
10	cu. yds.	Concrete Curbs and Walls	19.00	190.00
2	only	Concrete Light Pedestals	20.00	40.00
All Required		Constructing Recesses for Curb Markers		75.00
200	lin. ft.	3/4" Electrical Conduit	.30	60.00
8,300	cu. yds.	3" - 0" Material in Base	.65	5,395.00
1,800	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	1.50	2,700.00
450	cu. yds.	3/4" - 0" Material in Cushion Course	1.50	675.00
320	cu. yds.	Filler	.20	64.00
320	yd. mi.	Hauling Filler	.10	32.00
15,200	sq. yds.	Portland Cement Concrete Pavement	1.60	24,320.00
500	lin. ft.	Transverse Expansion Joints	.15	75.00
180	lin. ft.	Expansion Joint Supports	.15	27.00
8,000	lin. ft.	Contraction Joints	.03	240.00
350	only	Dowels	.20	70.00
5,700	lbs.	Tie Bars and Reinforcement	.06	342.00
1,250	sq. yds.	Wire Fabric Reinforcement	.40	500.00
560	tons	Class "B" Asphaltic Concrete	7.00	3,920.00
150	tons	Cutback Asphalt Wearing Surface	7.00	1,050.00
		Subtotal		$ 53,660.50
		10% Engr. & Cont.		5,366.05
		Total		$ 59,026.55

Length	1.167 miles
Cost per mile	$ 50,579.73

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
46' Concrete Pavement	$ 36,415.50	$ 21,851.00	$ 14,564.50
22' Concrete Pavement	59,026.55	35,419.00	23,607.55
	$ 95,442.05	$ 57,270.00	$ 38,172.05

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 88, laws 1931
State Funds for Maintenance: Chap. 41, laws 1927; Chap. 88, laws 1931

RECEIVED
OCT 27 1939
FOR FILING

176-2-1

October 26, 1939

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We are forwarding to you today by express a fully executed copy of each of the following contracts, which were awarded to Roy L. Houck on September 28 and 29, respectively:

✓ Contract No. 2227, covering the grading and paving of the Salem-Pringle Creek Section of the Pacific Highway East, in Marion County

Contract No. 2231, covering the grading of the State Farm-Adams Section of the Oregon-Washington Highway, in Umatilla County

Inasmuch as you are surety for the contractor on these jobs, we are sending you these copies of the contracts for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

RECEIVED
OCT 27 1939

176-E-1

October 26, 1939

Mr. Roy L. Houck
212 U. S. National Bank Building
Salem, Oregon

Dear Sir:

We hand you herewith a fully executed copy of each of the following contracts which were awarded you on September 28 and 29, respectively, by the State Highway Commission:

✓ Contract No. 2227, covering the grading and paving of the Salem-Pringle Creek Section of the Pacific Highway East, in Marion County

Contract No. 2231, covering the grading of the State Farm-Adams Section of the Oregon-Washington Highway, in Umatilla County.

These copies are for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

176-F-1

October 2, 1939

Mr. Roy L. Houck
212 U. S. National Bank Building
Salem, Oregon

Dear Sir:

We are handing you herewith four copies of Contract No. 2227 which was awarded to you on September 28, 1939, by the State Highway Commission, covering the grading and paving of the Salem-Pringle Creek Section of the Pacific Highway East in Marion County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Comission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 5 (page 14) of the printed GENERAL PROVISIONS, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the mimeographed page immediately preceding the colored pages, relating to the payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION
By

Secretary

MBL

176-E-1

September 29, 1939

Mr. Roy L. Houck
212 U. S. National Bank Bldg.
Salem, Oregon

Dear Sir:

The State Highway Commission on September 28, 1939, awarded you the contract for 1.59 miles grading and paving on the Salem-Pringle Creek Section of the Pacific Highway East, in Marion County. This award was based on your low bid of $86,765.50 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

AM Secretary

cc - Mr. S. H. Probert
Mr. O. E. Paxson

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
BLIC ROADS ADMINISTRATION

OCT 2 - 19

September 28, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. 176-E (1), the Salem-Pringle Creek Section of the Pacific Highway East, to Roy L. Houck, Salem, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By T. M. Davis
T. M. Davis
Sr. Highway Engineer

Salem, Oregon
September 26, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Please be advised that all necessary right of way has been acquired on the Salem-Pringle Creek Section, Project No. FA 176-E (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

E. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

RECEIVED
SEP 14 1939
STATE HIGHWAY COMMISSION

September 13, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. FAP 176-E (1), the Salem-Pringle Creek Section of the Pacific Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

Concurrence in award will be withheld until the right to occupy and use the right of way is secured.

Our recommendation for approval of the project does not include the extra work items listed on page 57, and our approval of these items for Federal cooperation will be subject to further investigation when the orders are submitted for approval.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

September 9, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and five copies of right of way statement to accompany plans and specifications for the Salem-Pringle Creek Section, Project No. FA 176-E (1).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by R. Alvick/ER

Encl.

Oregon State Highway Department   Federal Aid Project No. 176-E (1)

SALEM-PRINGLE CREEK SECTION

OF THE PACIFIC HIGHWAY EAST IN MARION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 9, 1939

46' Concrete Pavement (Sta. 0+00 to 22+28)

All Required		Clearing and Grubbing	$ - -	$ 100.00
580	cu. yds.	Trench Excavation	1.00	580.00
8,000	cu. yds.	Excavation, Single Classif.	0.25	2,000.00
11,000	yd. sta.	Overhaul	0.02	220.00
1,700	yd. mi.	Truck Haul	0.10	170.00
0.4	mile	Finishing Roadbed and Slopes	100.00	40.00
30	M-gal.	Sprinkling Embankment Materials	1.50	45.00
1,100	lin. ft.	Rounding Cutbanks	0.07	77.00
3,800	sq. yd.	Removal of Old Pavement	0.15	570.00
550	sq. yds.	Removal of Sidewalks	0.15	82.50
200	lin. ft.	8" Sewer Pipe	0.50	100.00
450	lin. ft.	12" Sewer Pipe	0.80	360.00
800	lin. ft.	18" Sewer Pipe	1.50	1,200.00
380	lin. ft.	12" Concrete Pipe	1.00	380.00
40	lin. ft.	Salvaging Culvert Pipe	0.60	24.00
2	only	Removal of Catch Basins	5.00	10.00
14	only	Concrete Catch Basins	20.00	280.00
150	cu. yds.	Concrete Curbs and Walls	15.00	2,250.00
600	sq. yds.	Concrete Sidewalks	1.40	840.00
80	sq. yds.	Concrete Driveway Aprons	1.60	128.00
2,000	cu. yds.	3" - 0" Material in Base	0.65	1,300.00
300	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	1.40	420.00
350	cu. yds.	3/4" - 0" Material in Cushion Course	1.15	402.50
80	cu. yds.	Filler	0.20	16.00
80	yd. mi.	Hauling Filler	0.20	16.00
11,800	sq. yds.	Portland Cement Concrete Pavement	1.60	18,880.00
350	lin. ft.	Longitudinal Expansion Joints	0.10	35.00
900	lin. ft.	Transverse Expansion Joints	0.15	135.00
6,000	lin. ft.	Contraction Joints	0.03	180.00
950	only	Dowels	0.14	133.00
6,300	lbs.	Tie Bars and Reinforcement	0.05	315.00

190	tons	Class "B" Asphaltic Concrete	$ 6.50	$ 1,235.00
30	tons	Cutback Asphalt Wearing Surface	6.50	195.00
		Subtotal		$ 32,719.00
		10% Engr. & Cont.		3,271.90
		Total		$ 35,990.90
		Length	0.422 mile	
		Cost per mile	$ 85,286.49	

22' Concrete Pavement (Sta. 22+28 to 85+00)

All Required		Clearing and Grubbing	$ [illegible]	$ 400.00
920	cu. yds.	Trench Excavation	1.00	920.00
41,000	cu. yds.	Excavation, Single Classif.	0.25	10,250.00
62,000	yd. sta.	Overhaul	0.02	1,240.00
8,800	yd. mi.	Truck Haul	0.10	880.00
1.2	miles	Finishing Roadbed and Slopes	100.00	120.00
170	M-gal.	Sprinkling Embankment Materials	1.50	255.00
5,500	lin. ft.	Rounding Cutbanks	0.07	385.00
4,200	sq. yds.	Removal of Old Pavement	0.15	630.00
100	lin. ft.	8" Perforated Concrete Pipe	0.50	50.00
600	lin. ft.	12" Corrugated Iron Pipe	1.00	600.00
370	lin. ft.	12" Concrete Pipe	1.00	370.00
70	lin. ft.	18" Concrete Pipe	1.75	122.50
240	lin. ft.	24" Concrete Pipe	2.75	660.00
110	lin. ft.	36" Concrete Pipe	5.50	605.00
100	lin. ft.	48" Concrete Pipe	8.00	800.00
160	lin. ft.	Salvaging Culvert Pipe	0.60	96.00
20	cu. yds.	Riprap	2.50	50.00
100	cu. yds.	Rock Backfill in Drains	1.50	150.00
4	cu. yds.	Class "A" Concrete in Junction Box	26.00	104.00
500	lbs.	Metal Reinforcement	0.06	30.00
10	cu. yds.	Concrete Curbs and Walls	15.00	150.00
2	only	Concrete Light Pedestals	25.00	50.00
All Required		Constructing Recesses for Curb Markers	- -	15.00
200	lin. ft.	3/4" Electrical Conduit	0.35	70.00
8,300	cu. yds.	3" - 0" Material in Base	0.65	5,395.00
1,800	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	1.40	2,520.00
450	cu. yds.	3/4" - 0" Material in Cushion Course	1.15	517.50

320	cu. yds.	Filler	$ 0.20	$ 64.00
320	yd. mi.	Hauling Filler	0.20	64.00
15,200	sq. yds.	Portland Cement Concrete Pavement	1.60	24,320.00
500	lin. ft.	Transverse Expansion Joints	0.15	75.00
180	lin. ft.	Expansion Joint Supports	1.00	180.00
8,000	lin. ft.	Contraction Joints	0.03	240.00
350	only	Dowels	0.14	49.00
5,700	lbs.	Tie Bars and Reinforcement	0.05	285.00
1,250	sq. yds.	Wire Fabric Reinforcement	0.60	750.00
560	tons	Class "B" Asphaltic Concrete	6.50	3,640.00
150	tons	Outback Asphalt Wearing Surface	6.50	975.00
		Subtotal		$ 58,077.00
		10% Engr. & Cont.		5,807.70
		Total		$ 63,884.70

Length 1.167 miles

Cost per mile $ 54,742.67

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
46' Concrete Pavement	$ 35,990.90	$ 21,600	$ 14,390.90
22' Concrete Pavement	63,884.70	38,330	25,554.70
	$ 99,875.60	$ 59,930	$ 39,945.60

SALEM-PRINGLE CREEK SECTION

PROJECT NO. FA 176-E (1)

While negotiations are in progress, 3 parcels have not been secured, but it is now believed that the right of way can be made available within 16 days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Sept. 9, 1939

CONTRACT# [redacted] 2228

FA 42-3 West Unit, Stanfield-Pendleton 1939
Hill Sec., Old Oregon Trail Hwy.

2228

#2228

RECEIVED
FEB 23 1940

#2-3

February 23, 1940

New Amsterdam Casualty Company,
W. B. Schiffer, Agent,
Yeon Building,
Portland, Oregon.

Gentelmen:

You are hereby notified that State Highway Contract No. 2228, for the construction of the West Unit, Stanfield-Pendleton Hill Section of the Old Oregon Trail in Umatilla County, consisting of roadside improvement, has been completed by the contractors, M. E. Meyers & Son, and that final settlement will be made by the State with said contractors for work done under said contract on or after March 4, 1940.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contracters. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $2,458.98, including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dist. by J. McFarland.

FA 42 - 3

FEDERAL WORKS
PUBLIC ROADS AD

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

Stencil No. 8.

IN YOUR REPLY PLEASE
REFER TO FILE No.______

February 2, 1940

POST OFFICE BUILDING
PORTLAND, OREGON

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAP 42 (3), West Unit, Stanfield-Pendleton Hill Section, Old Oregon Trail ______, was made by a representative of this office on January 17, 1940. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield,
Senior Highway Engineer

Fox

[illegible] ✓

42-3

January 30th, 1940

COST ANALYSIS-FINAL REPORT

Old Oregon Trail Highway, West Unit, Stanfield-Pendleton Hill Section
Roadside Improvement Contract No. 2228 Prefix 30-1125
M. E. Meyers & Son, Contractor
L. R. Chandler, Resident Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Right of Way Cleanup	$651.68	100%			$730.00
Preparation for Seeding	311.03	71.26 Acres	4.36	9.00	641.34
Seeding	731.92	71.26 "	10.27	13.00	926.38
PA #1, Change in Seeding	71.26	71.26 "		1.00	71.26
PA #2, Purchase Grass Seed	70.00	350 lb.		0.20	70.00
	$1,835.89				$2,438.98

Gross Revenue	$2,438.98
Total Cost	1,835.89
Net Profit	$603.09

Net Profit Equals 24.7% of Gross Revenue

NOTED
State Highway Engineer

Detail of Cost

Labor:			
Labor		$800.10	
State Industrial Accident Insurance		40.00	
Social Security & Unemployment Insurance		32.00	$872.10
Materials:			
Fairway Crested Wheat Grass Seed	1446.7 lbs. at $0.21	$303.80	
Bulbous Blue Grass Seed	706 " " 0.17	120.00	423.80
Equipment Rental, Supplies & Miscellaneous:			
Equipment Rental		$300.00	
Gas, Oil and Grease		144.30	
Miscellaneous Expense		71.30	
Bond		24.39	539.99
			$1,835.89

West Unit, Stanfield-Pendleton Hill

REMARKS:

This roadside improvement contract consisted of the cleanup, preparation and seeding along 8.86 miles of roadway. It was bid and awarded on September 28th, 1939; work was started October 10th, and completed December 13th.

The work included in the right of way cleanup was composed of the cleaning and burning of weeds and general cleanup.

The preparation of the soil for seeding was a simple task as the soil in this district is of light and loose character, and the contractor was experienced in this type of work.

The contractor was well equipped and qualified to handle the job, as he owns a wheat ranch in the vicinity of the work. The equipment used consisted of a 20 h.p. tractor, 11-foot drill, 1½-ton truck, hand seeder, harrow, spring-tooth harrow and disc. Of the total labor cost of $800.10, the contractor's listed wages amounted to $439.50.

E. H. Clymer
Cost Analyst

By . . Henry Jullum

FA 42-3

UNI STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT

WORKS AGENCY
ADS ADMINISTRATION

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No.

Stencil No. 124

Oregon FAP 42 (3)
W. Unit, Stanfield-Pendleton
Hill Section
Old Oregon Trail

January 19, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Ton

wa+pr-3414

Form P. R. 2

State Oregon

Federal Aid Project No. 42(3)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of December, 1939 by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 2nd day of March, 1920, a project statement, which was approved by the Secretary on the 21st day of April, 1920, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for [illegible] [illegible] said project which were recommended for approval by the United States District Engineer on the 16th day of August, 1939; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of one thousand, five hundred and 00/100 dollars ($1,500.00) as the share of the United States payable under said act on account of [illegible] [illegible] said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—6418

FUNDS AT THE DISPOSAL OF THE HIGHWAY D[illegible]RTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State Chap. 175, laws 1917; Chap. 31, laws 1920.
(Include date and citation of act of legislature by which authorized)

(b) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 237+14.0 near the east line of Section 5, T. 3 N., R. 29 E., W.M., and survey station 705+00 in the N.E. 1/4, Section 22, T. 3 N., R. 30 E., W.M. (excepting therefrom that portion between survey stations 253+32.3 and 253+54.3)

, length 8.857 miles, in Umatilla County,

being [redacted] [redacted] Oregon Federal Aid project No. 42 (3), consisting of

8.857 miles of [redacted] roadside improvement.

[redacted]

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

Wherever in this document the terms "Secretary" or "Secretary of Agriculture" appear they shall include or have reference to the Federal Works Administrator, as the context requires, to conform to the President's First Plan on Government Reorganization under the Reorganization Act of 1939.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of ~~Section~~ .... ~~of~~ said project shall not in any event exceed the sum of one thousand, five hundred and 00/100 dollars ($ 1,500.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of two thousand, four hundred ninety-seven and 00/100 dollars ($ 2,497.00), the approved total estimated cost of ~~Section~~ .... ~~of~~ said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to The State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, laws 1927.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

the Reorganization Act of 1939.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the .... day of DEC 28 1939, 19.....

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By ....

Member, State Highway Commission
(Title of officer)

By ....

Member, State Highway Commission
(Title of officer)

By ....

....
(Title of officer)

By ....

....
(Title of officer)

FEDERAL WORKS ADMINISTRATOR
~~[illegible]~~

By ....
~~[illegible] Public Roads~~
Acting Commissioner of Public Roads

under the Reorganization Act of 1939.

Form E-1—5M—2.36

FI LI MM SS

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.*)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Federal Aid Project No. 42 (3) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $2,427.00 as the total estimated cost of said project, and the sum of $1,500.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of DEC 28 1939

one thousand nine hundred and ______

FEDERAL WORKS ADMINISTRATOR

By H.J. O'Leary
Acting Commissioner of Public Roads

U.S. GOVERNMENT PRINTING OFFICE 3—4000

Wherever in this document the terms "Secretary" or "Secretary of Agriculture" appear they shall include or have reference to the Federal Works Administrator, as the context requires, to conform to the President's First Plan on Government Reorganization under the Reorganization Act of 1939.

Form E-1—5M—3-39

42-3

GON STATE HIGHWAY COMMISS

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Jan.13,1940, 193

Section West Unit,Stanfield-Pendleton Hill

Kind of work Roadside Improvement

Highway Old Oregon Trail

Section prefix 30-1125

Contractor M.E.Meyers & Son

Contract number 2226

Date of contract Sept.22,1939, 193

Date of completion Dec.15,1939, 193

Date work started Oct.10,1939, 193

Estimated date of completion , 193

Amount of contract $ 2270.00

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $ 2438.96

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 156.93, %

Date project was completed Dec.15,1939, 193

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Sent off semifinal estimate for this project on the 9th.

NOTED
RAY WEBBER

Signed L. R. Chandler

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	8.86				
Miles partially completed					
Miles completed	8.86				
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,
Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
JAN 9 [illegible]
FOR FILING

42-3

January 8, 1940

Seeley & Company,
General Agents,
Board of Trade Building,
Portland, Oregon.

Attention: Mr. R. R. Howton.

Gentlemen:

Reference is made to your letter of January 5th concerning the M. E. Meyers & Son, Contract No. 2228, West Unit, Stanfield-Pendleton Hill Section in Umatilla County.

You are advised that this contract was completed December 15, 1939, and has not yet been accepted, nor has final payment been made. The total amount paid the contractors to date is $1,871.70, and the retained percentage is $330.30.

Very truly yours,

Secretary.

Dict. by J. McFarland.

SEELEY & CO. THE MULTIPLE LINE GENERAL AGENTS
Insurance
GENERAL AGENTS AND MANAGERS
CABLE ADDRESS "SEECO"

SAN FRANCISCO, CALIF.
130 SANSOME STREET
LOS ANGELES, CALIF.
FIDELITY BUILDING

SEATTLE, WASH.
COLMAN BUILDING
PORTLAND, ORE.
BOARD OF TRADE BLDG.

RECEIVED
JAN [illegible] 1

Portland, Oregon
January 5, 1940

OREGON STATE HIGHWAY COMMISSION
Salem, Oregon

Att'n H.B.Glaisyer, Secy

SUBJECT: CONTRACT NO.2228 M. E. MEYERS & SON
Awarded 9/28/39 covering the Roadside
Improvement Project on the West Unit,
Stanfield-Pendleton Hill Section of
the Old Oregon Trail, in Umatilla County

(SURETY BOND #20062 New Amsterdam Casualty Co.)

Gentlemen:

We understand that the above contract has now been completed and that there was a slight increase in the contract price. Will you kindly confirm this advising us the amount of the final contract price on this job, obliging (Original figure was $2270)

Yours very truly

SEELEY & CO., General Agents

By R. R. Howton
Underwriting Department

RRH/

Dec. 10.
E - $2,202.00
R - $ 330.30
Pd - $1,871.70
97%

RECEIVED
DEC 1 - 1939

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

(Stencil #28)

IN YOUR REPLY PLEASE REFER TO FILE No. Ore. FAP 42 (3)
West Unit, Stanfield-Pendleton Hill
Old Oregon Trail

November 30, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Sr. Highway Engineer

RECEIVED
DEC 14 1939
FOR FILING

FA 42-3

November 7, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the West Unit, Stanfield-Pendleton Hill Section, Project No. FA 42 (3).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Project No. 42 (3)

WEST UNIT, STANFIELD-PENDLETON HILL SECTION OF THE OLD OREGON TRAIL IN UMATILLA COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 27, 1939

All	Required	Right of Way Clean-up	$ - -	$ 730.00
70	acres	Preparation for Seeding	9.00	630.00
70	acres	Seeding	13.00	910.00
		Subtotal		$ 2,270.00
		10% Engr. & Cont.		227.00
		Total		$ 2,497.00

Length	8.857 miles
Cost per mile	$ 281.92

Federal Aid Funds	$ 1,500.00
State Funds	997.00
	$ 2,497.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maintenance: Chap. 41, laws 1927

RECEIVED
OCT 27 1939
FOR

October 26, 1939

412-3

NEW AMSTERDAM CASUALTY COMPANY
Seeley & Company, General Agents
Board of Trade Building
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2228 which was awarded to M. E. Meyers & Son on September 28, 1939, covering the Roadside Improvement Project on the West Unit, Stanfield-Pendleton Hill Section of the Old Oregon Trail, in Umatilla County.

Inasmuch as you are surety for the contractors on this job, we are sending you this copy for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

RECEIVED
OCT 27 1939
FOR FILING

42-3

October 26, 1939

M. E. MEYERS & SON
Echo, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2228 which was awarded you on September 28, 1939, covering the Roadside Improvement Project on the West Unit, Stanfield-Pendleton Hill Section of the Old Oregon Trail, in Umatilla County.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

RECEIVED
OCT 9 - 1939
FOR FILING

42-3

October 9, 1939

W. E. Meyers & Son,
Echo, Oregon.

Dear Sirs:

Receipt is acknowledged of the four copies of the contract which was awarded you on September 28th for the West Unit, Stanfield-Pendleton Hill Section in Umatilla County, roadside improvement.

You are advised that we cannot accept the bond which you have furnished as all contract bords have to be executed on the regular bond form on pages 126 and 127 of the contract, which is attached to and made a part of such contract form.

We are returning to you herewith the bond form, and are forwarding by express the four copies of the contract and bond to Mr. W. E. Schiffer, Board of Trade Bldg., Portland. As soon as the copies have been returned properly executed by an authorized attorney-in-fact and resident agent we will present them to the Highway Commission for further execution.

Very truly yours,

Secretary.

Dict. by J. McFarland.

cc to Mr. W. E. Schiffer,
c/o Seeley & Co., Board of Trade Bldg.,
Portland, Oregon.

Oct: 7 - 39
Echo Oregon

RECEIVED
OCT 9 - 1939
STATE HIG

State Highway Com.
Salem Oreg.

Dear Sir: Inclosed find Bond by the New Amsterdam Casualty Co to the amount of $2270.00 and I am sending you contracts that I hope I have properly signed by express today please advise me if any mistake is made and I'll be glad to make corrections

Sincerely Yours.

M. E. Meyers & Son
By Claude Meyers.

42-3

October 2, 1939

M. E. MEYERS & SON
Echo, Oregon

Gentlemen:

We are sending you today by express four copies of Contract No. 2228, which was awarded to you on September 28, 1939, by the State Highway Commission, covering the construction of roadside improvement on the West Unit, Stanfield-Pendleton Hill Section of the Old Oregon Trail, in Umatilla County.

Please execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 5 (page 14) of the printed GENERAL PROVISIONS, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the mimeographed page immediately preceding the colored pages, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION
By

Secretary

MBL

42-3

September 29, 1939

H. E. Meyers & Son

Echo, Oregon

Gentlemen:

The State Highway Commission on September 28, 1939, awarded you the contract for 8.86 miles roadside improvement on the West Unit, Stanfield-Pendleton Hill Section of the Old Oregon Trail, in Umatilla County. This award was based on your low bid of $2,270 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary

AM

cc - Mr. S. H. Probert
Mr. G. S. Paxson

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

OCT 2 - 193
STATE

September 28, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. 42 (3), the West Unit, Stanfield-Pendleton Hill Section of Old Oregon Trail, to M. E. Meyers & Son, Echo, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By T. M. Davis
T. M. Davis
Sr. Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

RECEIVED
SEP 15 193
STATE High

September 13, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Revised P.S.& E. documents for Oregon Federal Aid Project No. 42 (3), the West Unit of the Stanfield-Pendleton Hill Section of the Old Oregon Trail, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Salem, Oregon
September 12, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of revised estimate to accompany plans and specifications for the West Unit, Stanfield-Pendleton Section, Project No. FA 42 (3).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 42 (3)

WEST UNIT, STANFIELD-PENDLETON HILL SECTION OF THE OLD OREGON TRAIL IN UMATILLA COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 12, 1939

All Required	Right of Way Clean-up	$ - -	$ 800.00
70 acres	Preparation for Seeding	15.00	1,050.00
70 acres	Seeding	17.00	1,190.00
		Subtotal	$ 3,040.00
		10% Engr. & Cont.	304.00
		Total	$ 3,344.00

Length	8.857 miles
Cost per mile	$ 377.55

Federal Aid Funds- -	$ 2,010.00
State Funds- -	1,334.00
	$ 3,344.00

August 28, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of revised estimate for the West Unit, Stanfield-Pendleton Section, Project No. FA 42 (3).

Under separate cover, we are sending five bid proposals and five blueprint copies of plan sheet number 2.

These papers have been revised by elimination of the items of placing top soil and seeding on the rock shoulder areas, which change was requested by you.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department **Federal Aid Project No. 42 (3)**

WEST UNIT, STANFIELD-PENDLETON HILL SECTION OF THE OLD OREGON TRAIL IN UMATILLA COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 28, 1939

All	Required	Right of Way Clean-up	$ - -	$ 600.00
70	acres	Preparation for Seeding	12.00	840.00
70	acres	Seeding	15.00	1,050.00
		Subtotal		$ 2,490.00
		10% Engr. & Cont.		249.00
		Total		$ 2,739.00

Length	8.857 miles
Cost per mile	$ 309.24

Federal Aid Funds -	$ 1,650.00
State Funds -	1,089.00
	$ 2,739.00

August 19, 1939

Mr. W. N. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Reference is made to the inquiry contained in your letter of August 16, 1939, concerning the station description of the north end of the West Unit, Stanfield-Pendleton Section, Project No. FA 42-(3).

Please be advised that the construction stationing 237+14.0 is at the same point as the location stationing 239+83.6, which change was occasioned by eliminating the equation in the location stationing of 248+91.3 = 246+21.0. The statement of constructed length submitted with the final voucher for Project No. FA 42-A indicated this change.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

ESTIMATE

ROADSIDE IMPROVEMENT

WEST UNIT, STANFIELD - PENDLETON HILL SECTION

Right of Way Clean-up ~~Clearing right of way~~	All spec. ~~70 Acres~~	@ Lump sum ~~$8.00 per A.~~	$560.00
Excavating & placing topsoil, cover All spec. ~~1,400 Cu.Yds.~~	@	Lump Sum ~~.75 per/cu.yd.~~	1,050.00
Preparation for seeding	70 Acres	@ 12.00 per A.	840.00
Seeding	80 Acres	@ 15.00 per A.	1,200.00
			$3,650.00
Engineering and contingencies			365.00
		Total	$4,015.00

FP 42-3

RECEIVED
AUG 25 1939
STATE [illegible] MISSION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

August 24, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of August 16th, authorizing advertising of proposed Oregon Federal Aid Project No. 42 (3), the West Unit of the Stanfield-Pendleton Hill Section, Roadside Improvement.

We are today in receipt of advice that this project is satisfactory with the exception of the placing of top soil and seeding to grass over rock shoulders. It is requested therefore that this item be eliminated from the contract.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

Change made as requested

469

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

AUG 18 1939

August 16, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. FAP 42 (3), the West Unit of the Stanfield-Pendleton Hill Section of the Old Oregon Trail, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

The use of a lump sum bid for excavation and lack of a definite plan for rounding may be cause for disapproval of the project. Our authorization for advertising is made with the understanding that the project will be withdrawn from bidding if our Regional Office is unable to approve the plans.

Approval of this project is not to be considered as setting a precedent for future approval of the practice of covering rock shoulders with soil.

Nash
Please reply.

Please advise if Station 237+140 is at the same point as Station 239+83.6 previously shown as the north end of the project.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Copy to Atten, Aug. 18.

August 16, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and five copies of right of way statement for the West Unit, Stanfield-Pendleton Hill Section, Project No. FA 42 (3).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 42 (3)

WEST UNIT, STANFIELD-PENDLETON HILL SECTION OF THE OLD OREGON TRAIL IN UMATILLA COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 16, 1939

All Required	Right of Way Clean-up	$ - -	$ 600.00
All Required	Excavating and Placing Topsoil Cover	- -	1,100.00
70 acres	Preparation for Seeding	12.00	840.00
80 acres	Seeding	15.00	1,200.00
	Subtotal		$ 3,740.00
	10% Engr. & Cont.		374.00
	Total		$ 4,114.00

Length	8.857 miles
Cost per mile	$ 464.49

Federal Aid Funds- -	$ 2,470.00
State Funds- -	1,644.00
	$ 4,114.00

WEST UNIT, STANFIELD-PENDLETON HILL SECTION

PROJECT NO. FA 42 (3)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

August 16, 1939

FORM 2-A-1 8M 4-39

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
HURON W. CLOUGH, CANYONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

C. B. McCULLOUGH
ASSISTANT HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

August 15, 1939

IN REPLY PLEASE REFER TO FILE NO.

42-5

Mr. W. H. Lynch
District Engineer
Federal Works Agency
Public Roads Administration
Post Office Building
Portland, Oregon

RE: Report and Analysis of the West Unit of Stanfield - Pendleton Hill Section Roadside Improvement.

Dear Sir:

The proposed roadside improvement for the West Unit of the Stanfield - Pendleton Hill Section is a comprehensive project, 8.66 miles in length. When this section is completed, the total length of this roadside improvement will approximate twenty-one miles. It extends through approximately twenty miles of rolling wheatlands, and the Easterly mile was intensively developed as a roadside park area in order to enhance the West approach to the city of Pendleton. Reference is accordingly made to the East Unit Stanfield - Pendleton, W.P.H. 42, Pendleton Hill Unit F. A. P. 42, and the West Pendleton Unit N.R.M. 38-C.

The purpose of this project is to blend the highway right of way into the surrounding terrain, by slope rounding the transition slopes, and whatever shallow borrowing is done to so remold the ground that the borrow will conform to the general character of the surroundings. No old highways exist through this section as it is an entirely new location through virgin territory.

It is our purpose, however, to topsoil the shoulders and adjacent slopes with the soil obtained from our shallow borrows in order to obtain the necessary soil on which to seed our cover crop.

It was felt that tree planting in this "sea of wheat" was not in keeping with this area, and since no native trees exist in this area, it would be better to stay in character and not introduce a foreign note into this landscape. One must see this country to understand that the scene is complete without trees, and which of course could not live without artificial irrigation.

For a ground cover after the slopes are properly moulded and softened to a pleasing outline, Crested Wheat grass was selected. Previous to the coming of the White Man, this was the great Bunch grass region of Oregon and so returning the roadsides to Crested Wheat is a most logical and desirable step. This hardy perennial grass survives the drought and the cold, blends perfectly with the surrounding wheat fields and helps greatly in the matter of snow control, and once effectively established it ends soil erosion.

As the highway descends from the high plateau of Rieth Ridge, the city of Pendleton is suddenly brought into vision. From the adjacent wheat field the scene abruptly changes to the beautiful park of the State Institutions on either side of the highway and thence across the bridge over the Umatilla River. This valley on either side of the highway has been developed into a roadside park and rest area, and when these trees are grown, they will make this approach to the city most attractive. The townspeople themselves have sensed the value of this roadside improvement and have combined with the outlying property owners to keep out all billboards from this entire area. To the tourist this scene is most memorable, and to enhance its unforgetable charm makes this a most reasonable and logical project.

The work previously done on the East unit has become a demonstration project for the soil erosion control agencies' operations in this section of the country and has resulted in extending this type of work throughout the various counties in this area.

Respectfully yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

H. G. Smith
Construction Engineer

By

George H. Otten
Landscape Engineer

GHO:FF
CC TO:

S. H. Probert
H. G. Smith
W. C. Williams

CONTRACT # [redacted] 2229

130-1201 Weston-Elgin Rock Production Proj.
Weston-Elgin Secondary 1939

2229

R.H. Baldock ✓

March 16th, 1940

COST ANALYSIS-FINAL REPORT

Weston-Elgin Highway, Weston-Elgin Section
Rock Production Contract 2229
F. R. Hewett, Contractor
C. D. Cannon, Resident Engineer

Prefix 130-1201

130-1201

NOTED
State Highway Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
3/4"-1/2" Cr. Rock in S.P.	$6,545.30	6,494.4 cu. yd.	$1.01	$1.10	$7,143.84
1/2"-1/4" " " " "	5,977.18	5,930.7 " "	1.01	1.10	6,523.77
1/4"-10-Mesh " " "	3,390.86	3,364.5 " "	1.01	1.10	3,700.95
Hauling Cr. Rock, Pile Measure	6,156.18	61,867 yd. mi.	0.10	0.10	6,186.70
Clearing & Grubbing S.P. Sites	218.80	100%			500.00
Leveling S.P. Sites	326.68	100%			500.00
10-Mesh Screen Rejections	241.23	964.9 cu. yd.	0.25	0.25	241.23
Cookhouse	1,447.61				1,178.00
	$24,303.84				$25,974.49

Gross Revenue	$25,974.49
Total Cost	24,303.84
Net Profit	$1,670.65

Net Profit Equals 6.4% of the Gross Revenue

Weston-Elgin Section

Detail of Cost

Labor:

Supervision	$517.56	
Labor	6,365.33	
State Industrial Accident Insurance	532.41	
Social Security & Unemployment Insurance	349.14	
		$7,764.44

Equipment Rental, Supplies and Miscellaneous:

Equipment Rental	$4,380.00	
Rented Equipment	660.00	
Hired Trucks (Does not include labor etc.)	1,699.25	
Gas, Oil and Grease	3,018.51	
Small Tools, Repairs & Misc.	3,938.92	
Explosives	1,277.25	
Overhead Expense	179.94	
Bond	247.96	
Home Office	247.96	
Cookhouse Supplies	889.61	
		16,539.40
		$24,303.84

Breakdown of Cost of Crushed Rock

	Cost	Quantity	Unit Cost
Move In & Set Up	$1,181.66	16,754.5 cu. yd.	$0.071
Drill & Shoot Quarry	2,329.93	" " "	0.139
Drag to Crusher	2,145.25	" " "	0.128
Crush	8,709.92	" " "	0.520
Stockpile	722.90	" " "	0.043
Overhead & Proratable Expense	1,064.91	" " "	0.063
	$16,154.57	16,754.5 cu. yd.	$0.964

Sizes and Quantities of Crushed Rock

Size	Quantity
3/4" - 1/2" Crushed Rock	6,494.4 cu. yds.
1/2" - 1/4" " "	5,930.7 " "
1/4" - 10-Mesh Crushed Rock	3,364.5 " "
Rejects	964.9 " "
Total	16,754.5 cu. yds.

Weston-Elgin Section

REMARKS:

This contract consisted of the furnishing of approximately 15,400 cubic yards of crushed rock in stockpiles. It was bid on September 28th, 1939; work was started October 3rd and finished December 6th.

The first set-up was made at M.P. 26.78. Erection of plant commenced October 9th, and crushing operations started one week later and continued until November 1st, at which time the total quantities of 6,200 cubic yards had been produced.

On November 3rd erection of plant for second set-up was started, and on November 13th crushing operations began and continued until December 6th, at which time the required quantities had been produced.

The plant consisted of three crushers (jaw, cone and roll), portable screening unit, 2 diesel engines (175 h.p. Cummins and 125 h.p. Caterpillar) and a stationary dragline hoist. While operating an average of about 25 cu. yds. per hour was maintained.

Both quarries contained rock which broke up into fairly small fragments. About 0.6 lb. of powder per cu. yd. of crushed rock was used in blasting the quarries.

This job was handled in an efficient manner, and this coupled with good quarries resulted in fairly low costs.

E. H. Clymer
Cost Analyst

By . . Henry Jullum

RECEIVED
FEB 6 1940

130-1201

February 6, 1940

The Ohio Casualty Insurance Company,
Metzger-Parker, Agents,
Woodlark Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 2229, for the construction of the Weston-Elgin Section of the Weston-Elgin Secondary Highway in Umatilla and Union Counties, has been completed by the contractor, F. R. Hewett, and that final settlement will be made by the State with said contractor for work done under said contract on or after February 16, 1940.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $24,786.49, including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

RECEIVED
JAN 12 1940
FOR FILING

130-1201

January 11, 1940

The Ohio Casualty Insurance Company,
Metzger-Parker Agency, Agents,
Woodlark Building,
Portland, Oregon.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to F. R. Hewett, on Contract No. 2229, Weston-Elgin Section of the Weston-Elgin Secondary Highway in Umatilla and Union Counties. This payment will be made on or after January 20, 1940.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

Form E-1—[illegible]

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

FINAL report

For Week Ending December 9, 19 39

Section Weston-Elgin

Kind of work Furnishing Crushed Rock in Stockpiles

Highway Weston-Elgin Secondary

Section prefix 130-1201

Contractor R. F. Hewett

Contract number 2229

Date of contract September 28, 19 39

Date of completion May 31, 19 40

Date work started October 3, 19 39

Estimated date of completion December 6, 19 39

Amount of contract $24,240.00

Per cent of time elapsed 28 %

Estimated cost of completed project, exclusive of engineering $ $25,300.78

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 750, 3 %

Date project was completed December6, 19 39

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

This project completed December 6, 1939. Contractor began dismantling plant and moving to M.P. 29.27, Wallowa Lake Highway on December 7.

Field party completed measurements on stockpiles December 6. Submitted semi-final estimate to Division office December 7.

NOTED
H. N. HACKETT

NOTED
RAY WEBBER

Signed O. W. Cannon

Address Box 908, La Grande, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			15,400		
Estimated quantities moved or placed to date			15,789.6		
Average daily quantities			260		
Average daily quantities necessary to complete project on time			0		
Number shifts per day			3		
Hours per shift			6 hr. 40 min.		
Average force on project for week			30		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

5 - 5 yd. trucks

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., Dragline 1, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy	0	
Monday	Cloudy	0	
Tuesday	Cloudy	0	
Wednesday	Partly Cloudy	0	
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED

METZGER-PARKER AGENCY
OREGON GENERAL AGENTS FOR
THE OHIO CASUALTY INSURANCE COMPANY
WOODLARK BLDG., PORTLAND, OREGON
ATWATER 8611

130-1201

RECEIVED
OCT 16 1939
STATE H

October 14, 1939

Oregon State Highway Commission

Salem, Oregon

Attention: Mr. H. B. Glaisyer

Gentlemen:

Referring to your letter of October 13th, we are enclosing herewith copy of letter sent to the Insurance Commissioner together with power-of-attorney authorizing H. R. Drinker to sign bonds up to an amount not exceeding $146,000.00. This supersedes the copy of power-of-attorney previously filed with the Insurance Department, and we trust the bond as executed will now be approved. This bond was just received in the morning mail, and we are returning same to you.

Regarding the number of copies to be retained by you, we do not know what procedure is usually followed in this respect, but were following the instructions given to us by the Washington General Agency, who are the agents on this particular business.

Yours very truly,

METZGER-PARKER AGENCY

By A. Perrott

AP

REFERRED TO
Mc [illegible]
SECRETARY

[illegible]

~~Copy~~

October 14, 1939

Hon. Hugh H. Earle
Insurance Commissioner
Salem, Oregon

Dear Sir:

We are in receipt of advice from the Oregon State Highway Commission that you could not approve the signature of H. W. Drinker on contract bond recently executed in favor of the Highway Commission, due to the fact that Mr. Drinker's power-of-attorney now on file with your department is limited to $25,000.00. We are enclosing herewith power-of-attorney dated October 24, 1938, authorizing Mr. Drinker to sign any and all bonds not exceeding $146,000.00, which replaces power-of-attorney now in your files, and we would appreciate your returning the previous copy to our office, and substituting the one enclosed.

Yours very truly,

METZGER-PARKER AGENCY

AP By

RECEIVED
OCT 13 1939
FOR [illegible]

[illegible]

October 13, 1939

Metzger-Parker Agency
Woodlark Building
Portland, Oregon

Attention: A. Perrott

Gentlemen:

This acknowledges receipt of your letter of October 10, 1939, advising that you are transmitting, under separate cover, three copies each of two contracts awarded by the State Highway Commission on September 28, 1939, to F. R. Hewett, Spokane, Washington, and I note your request that two copies of each of the contracts be forwarded, when executed, to the Washington General Agency, 401 Douglas Building, Seattle.

It is our practice to prepare and have executed only four copies of the contract. One of these is for the information of the contractor, the second is for the information of the surety, one copy is for the Oregon Secretary of State, and the fourth copy is for the Highway Commission's records and files. In view thereof it would not be possible for us to forward two copies of each of these contracts to the Washington General Agency as you requested, you already having retained the surety's copy of each.

It is noted that Mr. Drinker has signed both contracts as Attorney in Fact for the surety. The State Insurance Commissioner has approved his signature in one of the contracts, being No. 2229 for the Weston-Elgin Secondary Highway improvement, but he has refused to approve the signature of the other, No. 2222, because, according to his records, Mr. Drinker's authority to sign is limited to $25,000 in undertakings of this nature. Accordingly, I am returning the three copies of this particular contract to you for the signature of an Attorney in Fact who has authority to execute a bond in the amount of the bond to be furnished in connection with this contract. Thanking you for your early attention to this matter, I remain

Very truly yours,

HBG:AM

Secretary

METZGER-PARKER AGENCY
OREGON GENERAL AGENTS FOR
THE OHIO CASUALTY INSURANCE COMPANY
WOODLARK BLDG., PORTLAND, OREGON
ATWATER 8611

RECEIVED
OCT 11 1939
STATE HIGHWAY COMMISSION

October 10, 1939

Oregon State Highway Commission

Salem, Oregon

Gentlemen:

Under separate cover we are mailing you three copies of the contract agreements and specifications for the contracts to furnish crushed rock for the Pendleton-John Day Highway, Nye Junction-Long Creek Section, and for the Weston-Elgin Secondary Highway, Weston-Elgin Section, awarded to F. R. Hewett of Spokane, Washington. Kindly execute all copies, retaining the original for each job in your file, and returning two copies for each job to Washington General Agency, 401 Douglas Building, Seattle, Washington.

Yours very truly,

METZGER-PARKER AGENCY

By A. Perrott

AP

5164

ANSWERED
H. B. GLAISYER

138-12-01

October 2, 1939

Mr. F. R. Hewett
420 West 22d Avenue
Spokane, Washington

Dear Sir:

We are sending you today by express four copies each of Contracts. Nos. 2222 and 2229, which were awarded to you on September 28, 1939, by the State Highway Commission, covering the furnishing of crushed rock in stock piles on the Weston-Elgin Section of the Weston-Elgin Secondary Highway, in Umatilla and Union Counties, and the Nye Junction-Long Creek Section of the Pendleton-John Day Highway in Grant and Umatilla Counties.

Kindly execute all four copies of each of these contracts as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a ~~fully~~ executed copy of each contract will be returned to you for your records and files. We will also send executed copies to the surety on your bonds.

Your special attention is called to the paragraph under Section 5 (page 14) of the printed GENERAL PROVISIONS, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the mimeographed page immediately following page No. 17, in each contract, of the mimeographed SPECIAL PROVISIONS, and relating to the payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION
By

Secretary

MBL

120·1201

September 29, 1939

Mr. F. R. Hewett
420 West 22nd Avenue
Spokane, Washington

Dear Sir:

The State Highway Commission on September 28, 1939, awarded you the contract for furnishing 15,400 cu. yds. crushed rock in stock piles on the Weston-Elgin Rock Production Project, in Umatilla and Union Counties. This award was based on your low bid of $24,240 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

AM

Secretary

cc - Mr. S. H. Probert
Mr. G. S. Paxson

CONTRACT#2230

33-1203 Maupin-Cow Canyon
2230 The Dalles-California 1939

RECEIVED
FEB 29 1940
FOR FILING

#2230

33-1203

February 29, 1940

United States Fidelity & Guaranty Company,
H. K. Sprott, Agent,
Bedell Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 2230, for the construction of the Maupin-Cow Canyon Section of the The Dalles-California Highway in Wasco County, has been completed by the contractor, A. S. Wallace, and that final settlement will be made by the State with said contractor for work done under said contract on or after March 9, 1940.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $15,475.22, including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

R.H. Baldock

33-1203

February 26th, 1940

COST ANALYSIS-FINAL REPORT
The Dalles-California Highway, Maupin-Cow Canyon Section
Contract 2230 Prefix 33-1203
A. S. Wallace, Contractor
J. E. Peck, Resident Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
3/4" - 1/2" Cr. Rock in S.P.	$4,917.26	4,459.6 cu. yd.	1.10	1.32	$5,886.67
1/2" - 1/4" " " "	4,016.85	3,643.0 " "	1.10	1.32	4,808.76
1/4" - 10-Mesh Cr. Rock in S.P.	1,699.47	1,541.3 " "	1.10	1.32	2,034.52
Clearing & Grubbing S.P. Sites	15.00	100%			50.00
Leveling of S.P. Sites	115.00	100%			150.00
1" - 0 Rejections	201.13	804.5 cu. yd.		0.25	201.13
10-Mesh - 0 Rejections	282.38	1,129.5 " "		0.25	282.38
Haul Adj., Favor Contractor	______			0.10	61.76
	$11,247.09				$13,475.22

Gross Revenue	$13,475.22
Total Cost	11,247.09
Net Profit	$2,228.13

Net Profit Equals 16.5% of Gross Revenue

Maupin-Cow Canyon

Detail of Cost

Labor:

Supervision (Incl. A. S. Wallace 1½ mos. at $200)	$588.00	
Labor	2,734.40	
State Industrial Accident Insurance	130.90	
Social Security & Unemployment Insurance	121.00	
		$3,574.30

Equipment Rental, Supplies & Miscellaneous:

Equipment Rental	$3,030.00	
Gas, Oil and Grease	1,384.71	
Explosives	760.67	
Lumber	266.38	
Moving In	400.00	
Small Tools, Repairs & Misc.	1,176.53	
Camp Expense	200.00	
Overhead	185.00	
Bond 1% of Gross Revenue	134.75	
Home Office 1% " " "	134.75	
		7,672.79
		$11,247.09

Breakdown of Crushed Rock Cost

	Cost	Quantity	Unit Cost
Move In and Set Up	$948.03	10,773.4 cu. yd.	$0.088
Drill & Shoot Quarry	1,394.67	" " "	0.129
Quarry to Crusher	1,032.40	" " "	0.096
Crush	3,191.20	" " "	0.296
Overhead & Proratable Expense	1,030.50	" " "	0.096
	$7,596.80	10,773.4 cu. yd.	$0.705

Sizes & Quantities of Rock Crushed

3/4" - 1/2" Cr. Rock in Stockpile	4,459.6 cu. yd.
1/2" - 1/4" " " " "	3,643.0 " "
1/4" - 1/10 Mesh " " "	1,541.3 " "
10 Mesh - 0 Screen Rejections	1,129.5 " "
	10,773.4 cu. yd.

Maupin-Cow Canyon

REMARKS:

This contract consisted of the furnishing of 9,300 cu. yds. of crushed rock in stockpiles. It was bid September 28th, 1939; work was started October 23rd, and finished December 9th.

A well-constructed plant was erected adjacent to the designated quarry. It consisted of three crushers (15" x 36" and 9" x 36" jaws and 18" x 30" rolls), two screens (3' x 10' two deck and 3½' x 12' two deck), one 120 h.p. Atlas diesel engine and one stationary dragline hoist with 120 gas motor and 2½ cu. yd. Bagley bucket. Operations were started November 14th, and continued until December 9th, to crush 10,773.4 cu. yds. of stockpile material, at a rate of about 30 cu. yds. per hour.

The quarry was of dice formation. Vertical holes were drilled and then loaded with about 0.55 lb. of explosives to the cu. yd. of crushed material. The rock broke quite small and required no shooting.

The haul on stockpiled material averaged about 4 miles and was performed at a cost of $0.08 per yard mile.

This job was handled very efficiently, and this coupled with an excellent quarry resulted in low costs.

E. H. Clymer
Cost Analyst

By . . Henry Jullum

RECEIVED
JAN 25 [illegible]
FOR FILE

#2230

33-1203

January 24, 1940

United States Fidelity & Guaranty Company,
M. K. Sprott, Agent,
Bedell Building,
Portland, Oregon.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to A. S. Wallace on Contract No. 2230, for the construction of the Maupin-Cow Canyon Section of the Dalles-California Highway in Wasco County. This payment will be made on or after February 5, 1940.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

Form E-1—5M—3-38

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 16, 1939

Section Maupin Cow Canyon

Kind of work Rock Production

Highway The Dalles-California

Section prefix 33-1203

Contractor A.S.Wallace

Contract number 2230

Date of contract Sept 28, 1939

Date of completion April 30, 1940

Date work started Oct 23, 1939

~~*Estimated*~~ *date of completion* December 9, 1939

Amount of contract $ 12476.00

Per cent of time elapsed 37 %

Estimated cost of completed project, exclusive of engineering $ 12476.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 600.00, 5 %

Date project was completed December 9, 1939

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor finished this job on December 9th. Survey crew have remeasured all stock piles and have computed and check quanties and final estimate will be finished early next week, this will be the final report on this Section.

NOTED
RAY WEBBER

NOTED
H.N. HACKETT

NOTED
A. G. [illegible]

DEC 19 1939

Signed

Address

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ...., Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
OCT 27 1939
FOR FILING

32-1202

October 26, 1939

U. S. FIDELITY & GUARANTY COMPANY
M. K. Sprott, Local Agent
Bedell Building
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2230 which was awarded to Mr. A. S. Wallace by the State Highway Commission on September 26, 1939, covering the furnishing of crushed rock in stock piles on the Maupin-Cow Canyon Section of the The Dalles-California Highway, in Wasco County.

This copy is for your records and files as surety for the contractor on this job.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

RECEIVED
OCT 27 1939
FOR FILING

33-1203

October 26, 1939

Mr. A.S. Wallace
Roseburg, Oregon

Dear Sir:

We are sending you today by express a fully executed copy of Contract No. 2230 which was awarded to you by the State Highway Commission on September 28, 1939, covering the furnishing of crushed rock in stock piles on the Maupin-Cow Canyon Section of the The Dalles-California Highway, in Wasco County.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

relating to the Workmen's Compensation [illegible] to accept t[illegible] terms of this Act and to carry [illegible] your work under this contract in strict conformity therewith.

Your attention is also called to the mimeographed paragraph immediately following page No. 17 of the mimeographed SPECIAL PROVISIONS, relating to payment by the contractor of amounts due hospital associations, et cetera.

13-1283

October 2, 1939

Mr. A. S. Wallace
1249 Harrison Street
Roseburg, Oregon

MBL

Dear Sir:

We are sending you today by express four copies of Contract No. 2230, which was awarded to you by the State Highway Commission on September 28, 1939, covering the furnishing of crushed rock in stock piles on the Maupin-Cow Canyon Section of The Dalles-California Highway, in Wasco County.

Please execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done, a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 5 (page 14) of the printed GENERAL PROVISIONS, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformity therewith.

Your attention is also called to the mimeographed paragraph immediately following page No. 17 of the mimeographed SPECIAL PROVISIONS, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION
By

Secretary

MBL

33-1903

September 29, 1939

Mr. A. S. Wallace
1249 Harrison
Roseburg, Oregon

Dear Sir:

The State Highway Commission on September 28, 1939, awarded you the contract for furnishing 9,300 cu. yds. crushed rock in stock piles on the Maupin-Cow Canyon Rock Production Project, in Wasco County. This award was based on your low bid of $12,476 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

AM

Secretary

cc - Mr. S. M. Probert
Mr. G. S. Paxson

CONTRACT [redacted] 2231

170-D-1 State Farm-Adams Sec.,
#2231 Oregon-Washington Hwy. 1939

RECEIVED
NOV 20 1940
FOR FILING

170-L-1

November 19, 1940

COLLINS CONCRETE & STEEL PIPE CO.
3901 N. Columbia Boulevard
Portland, Oregon

Attention R. A. Collins, Vice President

Gentlemen:

Replying to your inquiry of November 18, in regard to the project known as the State Farm-Adams Section, in Umatilla County, you are advised that this contract was completed by Roy L. Houck, contractor, on May 25, 1940, and accepted by the State Highway Commission on June 14, 1940. Final warrant was mailed September 26, 1940.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

DGD:MEL

NOTED
D. G. DeSart

ENT AS THE PYRAMIDS"
Pyramid CONCRETE PRODUCTS
ESTABLISHED

J. J. COLLINS, PRESIDENT
UNIVERSITY 0605

Collins Concrete and Steel Pipe Co.
3901 N. Columbia Boulevard
Portland, Oregon

CONCRETE SEWER,
CULVERT AND IRRIGATION PIPE
CONCRETE METER BOXES
HIGHWAY GUARDRAIL POSTS
DRAINAGE TILE

CORRUGATED METAL CULVERT PIPE
GALVANIZED RANGE BOILERS
STEEL SEPTIC TANKS
ELECTRIC HOT WATER HEATERS
AIR CONDITIONING
(OIL BURNING) FURNACES

RECEIVED
[illegible] 19 1940
STATE HIGHWAY [illegible]

November 18th, 1940.

Mr. H. B. Glaisyer,
Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Mr. Glaisyer:

Will you please let me know by return mail whether nr not Roy L. Houck has completed the project known as the State Farms Adams Section in Umatilla County.

If so, what was the date of completion and whether or not he has received all moneys due and coming to him for this work.

Very truly yours,

COLLINS CONCRETE AND STEEL PIPE CO.,

By R. A. Collins

RAC:L Vice President.

2231
Completed 5-25-40
Acceptance 6-14-40
Final ~~voucher~~ warrant mailed 9-26-4
HBG

RECEIVED
SEP 26 1940
FOR FILING

170-M-1

September 25, 1940

Mr. S. Murray, Resident Engineer
Union Pacific Railroad Company
Portland, Oregon

Dear Sir:

In reply to your inquiry of September 24 you are advised that you have been correctly informed that work on Contract No. 2231 with the State Highway Commission - State Farm-Adams Section of the Oregon-Washington Highway, in Umatilla County,-was completed on May 25 and accepted by the State Highway Commission on June 14, 1940.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

DGD:MBL

NOTED
D. G. DeSart

UNION PACIFIC RAILROAD COMPANY

OPERATING DEPARTMENT

S. MURRAY,
RESIDENT ENGINEER

PORTLAND, OREGON

Form 8010
7-37-5,000

RECEIVED
25 1940

September 24,1940

#2231

Mr.R.H.Baldock,
State Highway Engineer,
Salem,Oregon

Dear Sir:

I am advised that work contracted by the State on September 29,1939 with R.L.Houck, for construction of 4.59 miles of highway roadbed and other work on the State Farm-Adams Section of the Oregon Washington Highway in Umatilla County, was completed as of May 25,1940 and was accepted by the State Highway Commission on June 14,1940. Will you please confirm or correct this advice.

Yours truly,

S MURRAY

CC Mr.P.T.McCarthy-Spokane

REFERRED TO [illegible]
BY SECRETARY

[illegible]

NOTED
D. G. DeSart

SHIP AND TRAVEL BY RAIL

RECEIVED
SEP 10 1940
FOR FILING

170-D-1

September 6, 1940

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2231, for 4.59 miles grading on the State-Farm-Adams Section of the Oregon-Washington Highway, in Umatilla County, has been completed by the contractor, Roy L. Houck, and that final settlement will be made by the state with said contractor, for work done under said contract, on or after September 16, 1940.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $68,087.86, including final payment, and that no force account work was performed therein.

Very truly yours,

STATE HIGHWAY COMMISSION
By

NOTED
D. G. DeSart

Secretary

JM:MBL

RECEIVED
AUG 1940
FOR FILING

170-D-1

RECEIVED
10 1940

JESSE S. PHILLIPS
CHAIRMAN OF THE BOARD

WILLIAM H. KOOP
PRESIDENT

PACIFIC DEPARTMENT

Great American
Indemnity Company
New York

DANIEL MCPEAK
ALFRED W. HILLBACK
MANAGERS

233 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE EXBROOK 0360

HARVEY WELLS - FRED C. REED
GENERAL AGENTS
412 FAILING BUILDING

PORTLAND, OREGON

August 9, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

This will acknowledge your letter of August 8th advising of your intent to make semi-final payment to Roy L. Houck on contract No. 2231, State Farm-Adams Section of the Oregon-Washington Highway in Umatilla County on or after August 18,1940.

Very truly yours,

HARVEY WELLS-REED INSURANCE AGENCY

By Fred C. Reed

FCR/bs

NOTED
D. G. DeSart

RECEIVED
AUG 9 1940
FOR FILING

170-D-1

August 8, 1940

Great American Indemnity Co.
Harvey Wells-Reed Insurance Co.
Failing Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Roy L. Houck, on contract No. 2231, State Farm-Adams Section of the Oregon-Washington Highway, in Umatilla County. This payment will be made on or after August 18, 1940.

Kindly acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

rs

NOTED
D. G. DeSart

[illegible]

170-14-1

August 3, 1940

Cost Analysis - Final Report

Oregon Washington Highway, State Farm-Adams Section
Contract No. 2231 Prefix 30-1124
Roy L. Houck, Contractor
L. R. Chandler, Resident Engineer

NOTED
State Highway Engineer

Item	Cost	Quantity	Unit	Unit Cost	Unit Bid	Gross Revenue
Clearing and Grubbing	25.00	All				100.00
Trench Excavation	116.58	145.73	Cu Yd	0.80	0.50	72.87
Common "	19,712.20	162,348.3	"	0.121	0.14	22,728.76
Solid Rock "	5,130.50	16,032.8	"	0.32	0.50	8,016.40
Overhaul	2,924.18	292.418.9	Yd Sta	0.01	0.005	1,462.09
Truck Haul	4,785.96	34,185.4	Yd Mi	0.14	0.08	2,734.83
Finishing Roadbed & Slopes	943.20	4.716	Miles	200.00	100.00	471.60
Rounding Cutbanks	1,094.00	21,538	Lin Ft	0.05	0.06	1,292.28
12" Concrete Pipe	571.15	645	" "	0.87	0.85	548.25
18" " "	1,202.70	633	" "	1.90	2.00	1,266.00
24" " "	397.80	156	" "	2.55	2.60	405.60
36" " "	756.40	124	" "	6.10	6.60	818.40
48" Corr. Iron Pipe	1,512.80	244	" "	6.20	7.00	1,708.00
36" Extra Strength Conc. Pipe	825.30	126	" "	6.55	7.00	882.00
48" " " Corr. Iron Pipe	3,031.80	424	" "	7.15	7.50	3,180.00
84" Corr. Iron Pipe	2,808.58	180.5	" "	15.56	14.00	2,527.00
Selected Roadbed Topping	8,187.34	27,963	Cu Yd	0.293	0.15	4,194.45
Hauling " "	13,945.08	177,645	Yd Mi	0.079	0.08	14,211.60
Filler	395.96	2,084	Cu Yd	0.19	0.15	312.60
Hauling Filler	339.60	2,830	Yd Mi	0.12	0.10	283.00
Sprinkling	471.25	325	M-Gals	1.45	1.50	487.50
	69,178.38					67,703.13

Total Cost	69,178.38
Gross Revenue	67,703.23
Net Loss	1,475.15

Net Loss Equals 2.2% of Gross Revenue

State Farm - Adams Section

Detail of Cost

Labor:						
Supervision					2,767.04	
Labor					20,774.83	
State Industrial Accident Insurance					1,594.07	
Social Security & Unemployment Insurance					981.63	
						26,117.57
Materials:						
12" Concrete Pipe	645	Lin Ft	@	0.70	451.50	
18" " "	633	" "	@	1.65	1,044.45	
24" " "	156	" "	@	2.20	343.20	
36" " "	124	" "	@	5.65	700.60	
36" Extra Str. Concrete Pipe	126	" "	@	6.10	768.60	
48" Corr. Iron " "	244	" "	@	5.24	1,278.56	
48" " " Pipe Bands	12	Each	@	4.92	59.04	
48" Extra Str. Corr. Iron Pipe	424	Lin Ft	@	6.22	2,637.28	
48" Ex. Str. Corr. I P Bands	21	Each	@	6.09	127.89	
84" Corr. Iron Pipe	180.5	Lin Ft	@	13.16	2,375.38	
84" " " " Bands	9	Each	@	10.48	94.32	
						9,880.82
Equipment Rental, Supplies & Miscellaneous:						
Equipment Rental					18,217.50	
Gas, Oil and Grease					6,933.61	
Lumber					293.30	
Small Tools, Supplies & Mis.					5,661.60	
Move-In Freight on Tournapulls					719.90	
Bond	1% of Gross Revenue				677.04	
Home Office	" " " "				677.04	
						33,179.99
						$69,178.38

State Farm - Adams

Remarks:

This contract consisted of the grading and topping of 4.59 miles of roadway. It was bid September 1, 1939; work was started October 20th and continued intermittently until May 25th, 1940 at which time it was completed.

For the excavation work the contractor moved in two 30 cubic yard LeTourneau Tournapulls, two RD-8 cats, 1-13 cubic yard scraper, a dozer, a ripper and a number 12 cat motor patrol.

The Tournapulls made excellent progress when the material and hauling road were dry. However, the least bit of moisture made the equipment useless. For assistance in loading an RD-8 cat was used. While operating they each averaged about 128 cubic yards per hour on an average haul of 800 feet. In cuts of light loose ideal material, they were able to move up to 200 cubic yards per hour. Considerable down time was experienced on this job, with either one of the pulls being constantly laid up for repairs.

The cold and wet weather hampered finishing to quite an extent and consequently increased the cost.

The topping was obtained from a bar in the Umatilla River, near Mission, necessitating a dead haul of approximately five miles. The county road over which the gravel was moved proved to be quite steep near the south end. The haul road had to be constantly maintained and in wet weather was nearly impassible. Considerable oversize was encountered, and this was hand-picked off the roadbed. Due to wet weather conditions the operations were somewhat intermittent and this coupled with oversize rocks resulted in a cost above average. For hauling, the contractor purchased a fleet of new Fords with 4 cubic yard dump bodies. Considering the condition of the haul road, this phase of the work was accomplished at a reasonable cost. A 3/4 cubic yard shovel was used for loading the gravel.

It is probable that had better weather conditions prevailed, this job would have shown a small profit.

E. H. Clymer
Cost Analyst

By

Henry Jullum

#38

7 7

Form E-1—[illegible]

170-D-1

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 13,1940, 19

Section State Farm & Adams

Kind of work Grading

Highway Oregon Washington

Section prefix 30-1124

Contractor Roy L. Houck

Contract number 2231

Date of contract Sept.29,1939, 19

Date of completion May 25,1940, 19

Date work started Oct.20,1939, 19

Estimated date of completion May 25,1940, 19

Amount of contract $71,884.50

Per cent of time elapsed 100%

Estimated cost of completed project, exclusive of engineering $67,675.51

Per cent of contract completed, based on total contract price 100%

Engineering cost to date, $4462.69, %

Date project was completed May 25,1940, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Sent the Semi-Final to the division office on the 10th.

NOTED
RAY WEBBER

RECEIVED
JUL 17 1940

Signed L. R. Chandler

Address Pendleton Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.59	4.59			
Miles partially completed					
Miles completed	4.59	4.59			
Total estimated quantities	179000 [illegible]	28000			
Estimated quantities moved or placed to date	178,351.3	27963			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Hot all week		
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

170-D-1

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 3.

RECEIVED
AUG 13 1940
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

RECEIVED
JUL 1[illegible] 1940

July 12, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAP 170-D (1), State Farm-Adams Section of the Oregon-Washington Highway ________, was made by a representative of this office on June 25, 1940. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Sr. Highway Engineer

Ion

11—

FA 170-D-1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

FEB 1940

IN YOUR REPLY PLEASE
REFER TO FILE No.

Stencil No. 124
Oregon FAP 170-D (1)
State Farm-Adams Section
Oregon-Washington Hwy.

February 7, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

N Appt 3103

Form P. R. 2

State Oregon

Federal Aid Project No. 170-D(1)

PROJECT AGREEMENT

Memorandum of Agreement made this 21st day of December, 1939

by and between the Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 5th day of May, 1931, a project statement, which was approved by the Secretary on the 1st day of June, 1931, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section D(1) of said project which were recommended for approval by the United States District Engineer on the 15th day of August, 1939; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of Forty thousand, eight hundred ten and 00/100 dollars ($40,810.00) as the share of the United States payable under said act on account of Section D(1) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—6810

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from Chap. 175, laws 1917; Chap. 31, laws 1920. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources (State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 396+25.0 in the NE 1/4, Sec. 24, T. 3 N., R. 33 E., W.M., the northerly end of Section C(1) of said project, and survey station 595+90.8 in the NE 1/4, Sec. 9, T. 3 N., R. 34 E., W.M., , length 3.763 miles, in Umatilla County, being Section D(1) of Oregon Federal Aid project No. 170, consisting of 3.763 miles of roadway and no bridges, e~~ach~~ of more than 20 feet clear span.

8—5518

~~[illegible]~~

37

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

Whenever in this document the
terms "Secretary" or "Secretary of
Agriculture" appear they shall in-
clude or have reference to the Federal
Works Administrator, as the context
requires, to conform to the President's
First Plan on Government Reorganization
under the Reorganization Act of 1939.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D(1) of said project shall not in any event exceed the sum of Forty thousand, eight hundred ten and 00/100 dollars ($40,810.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of Sixty-eight thousand, five and 85/100 dollars ($68,005.85), the approved total estimated cost of Section D(1) of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, laws 1927. (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—5518

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the .... day of JAN 25 1940, 19......

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By ....
Member, State Highway Commission
(Title of officer)

By Herman
Member, State Highway Commission
(Title of officer)

By ....
....
(Title of officer)

By ....
....
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,
~~[illegible]~~

By W. J. O'Leary
~~[illegible]~~
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 8—[illegible]

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Federal Aid Project No. 170-D(1) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 68,005.85 as the total estimated cost of said project, and the sum of $ 40,810.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ____ day of JAN 25 1940

one thousand nine hundred and ____

FEDERAL WORKS ADMINISTRATOR,
~~Secretary of Agriculture~~

By ____
~~Acting Chief, Bureau of Public Roads~~
Acting Commissioner of Public Roads.

U.S. GOVERNMENT PRINTING OFFICE 8—4880

[illegible] in this document the [illegible] "Secretary" or "Secretary of Agriculture" appear they shall in- [illegible] have reference to the Federal [illegible] Administrator, as the context [illegible] to conform to the President's [illegible] Plan on Government Reorganization [illegible] the Reorganization Act of 1939.

RECEIVED
DEC 21 1939
FOR FILING

170 -D-1

December 20, 1939.

Mr. R. L. Stout
Right of Way Engineer
Pacific Power & Light Company
Public Service Building
PORTLAND, OREGON

NOTED
C. B. McCullough

Dear Sir:

Pursuant to our recent telephone conversation (confirmed later in my letter to you of December 15) Division Engineer Williams has held a conference with your representative in regard to the moving of certain poles at Adams.

I do not anticipate there will be any difficulty in getting together in regard to the allocation of cost but Mr. Williams states that your representative told him that he could not proceed with the removal of the poles without specific authorization from your office.

In line with our conversation over the telephone, this office would be very pleased if you would authorize your representative to proceed with the removal of these poles at once, and the matter of cost allocation will be presented to the Highway Commission as soon as this office is in receipt of a report from Construction Engineer Smith.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

cc H. G. Smith

RECEIVED
DEC 18 1939
FOR FILING

170-D-1

December 15, 1939

Movement of PP&L Poles
at Adams.

Mr. H. C. Smith

Herewith correspondence regarding the movement of PP&L poles at Adams. I talked to Mr. Stout over the telephone this morning, and have written him as per the attached.

I would suggest that you have Williams hold a conference with the power company's representative. Of course, any arrangement which is made as to allocation of cost will have to be ratified by the Highway Commission but I do not anticipate any difficulty.

As soon as this matter is worked out, it should be presented to the Commission for ratification and approval.

C. B. McCullough

CBM:AP
Attached

December 15, 1939.

Mr. R. L. Stout
Right of Way Engineer
Pacific Power & Light Company
Public Service Building
PORTLAND, OREGON

Dear Sir:

Reference is made to our telephone conversation of this morning and to your communication of November 28, both of which had reference to the moving of approximately 1900 feet of your 66 KV transmission line in connection with our new location at Adams.

As stated to you over the telephone this morning, your communication of November 28, was referred to Mr. H. G. Smith, Construction Engineer, who in turn took the matter up with Division Engineer Williams. I am attaching hereto a copy of a report from Division Engineer Williams to Mr. Smith under date of December 11, also a copy of Mr. Smith's transmittal to me dated December 12. (I think I read both of these letters to you over the telephone.)

In view of Mr. Williams' report and Mr. Smith's recommendation, I would suggest that you proceed with the removal of your line at the earliest possible date, and then arrange to have your representative meet with Division Engineer Williams at any time convenient to you, and thrash out the matter of cost allocation. I think this is about the arrangement we agreed upon this morning over the telephone.

Yours very truly,

C. B. McCullough
Assistant State Highway Engineer

CBM:AP
cc H. G. Smith

REFERRED TO
Crews
SECRETARY

note & return to file
ABS

NERS
F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
HURON W. CLOUGH, CANYONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OREGON STATE HIGHWAY COMMISSION
SALEM

December 15, 1939

Movement of PP&L Poles at Adams.

IN REPLY PLEASE REFER TO FILE NO.

Mr. H. G. Smith

Herewith correspondence regarding the movement of PP&L poles at Adams. I talked to Mr. Stout over the telephone this morning, and have written him as per the attached.

I would suggest that you have Williams hold a conference with the power company's representative. Of course, any arrangement which is made as to allocation of cost will have to be ratified by the Highway Commission but I do not anticipate any difficulty.

As soon as this matter is worked out, it should be presented to the Commission for ratification and approval.

C. B. McCullough

CBM:AP
Attached

Form E-30—Revised—20M—8-38

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 12th, 1939

Subject: Movement of PP&L Poles
at Adams.

To: Mr. C. B. McCullough
Assistant State Highway Engineer
Office

Dear Sir:

In answer to Assignment #610, the request of the Pacific Power & Light Company to be reimbursed for the movement of their transmission line at Adams, I am attaching hereto correspondence from Mr. Williams in which he states that only four poles are on private right of way; and therefore, we should only pay the cost of those poles instead of the nine suggested by the company.

It is my suggestion that the cost of the entire movement be prorated between the Highway Department and the Pacific Power & Light Company, the State to pay 44% of the cost and the PP&L 56%. If they have any objection to this, I suggest they hold a conference with Mr. Williams on the ground to present their evidence concerning the ownership of the right of way.

Will you kindly request them to move their pole line immediately and thrash out the payment of the movement later, as the operations of the contractor around these poles might result in an accident.

Very truly yours,

H G Smith

H. G. Smith
Construction Engineer

HGS:AR

orm E-30—Revised—25M—9-39

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
December 11, 1939

Subject: Moving of Pacific Power & Light Co. line in Adams.

To:

Mr. H. C. Smith
Construction Engineer
State Highway Commission
Salem, Oregon

Dear Sir:

Reference is made to the letter of the Pacific Power & Light Co. under date of Nov. 28, addressed to Mr. Baldock requesting payment for moving of their transmission line in Adams at an estimated cost of $2000.

It does not seem to me that the State should bear the expense of moving the entire line as there is a portion of it on private right of way. To rebuild their line entirely on the west side of the new highway would require the moving of nine poles. Of these nine poles there are only four that appear to be on private right of way, these four being the poles between Stations 630 and 638. The other poles were along the road running past the station grounds and turning toward Cayuse. There is nothing to show that this is a county road, but it has been maintained by the county and considered a county road. Officials of the Town of Adams state that it is a city street, but they can find nothing to support their contention.

I believe that a conference should be held with the Pac. Power & Light Co. people to determine which of the poles they should be paid for moving and which they should move at their own cost. It appears to me that they should be paid only for the moving of four poles and bear the cost of the other five themselves. I would be glad to meet with the representative of the power company at Adams any time convenient to both of us. This matter should be closed promptly as the contractor will wish entrance into this section very soon. Could not the power company proceed immediately with the moving of their line and the matter of payment be determined later?

Herewith I am returning Pac. Power & Light Co. letter and map as you requested.

Very truly yours

H. C. WILLIAMS
Division Engineer

HCW:MA
enc.
cc

Salem, Oregon
December 1st, 1939

Moving of Pacific Power & Light
Company Transmission Line at
Adams.

Mr. W. C. Williams
Division Engineer
State Highway Department
La Grande, Oregon

Dear Sir:

Attached please find letter from R. L. Stout, Right of Way Engineer of the Pacific Power & Light Company, Public Service Building, Portland, Oregon.

Will you kindly advise whether this is satisfactory to you and whether or not we should agree to reimburse them for the change.

Please return the correspondence and maps.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

VED
NOV 30 193

PACIFIC POWER & LIGHT COMPANY
PUBLIC SERVICE BUILDING
PORTLAND, OREGON

November 28, 1939

Mr R H Baldock
State Highway Engineer
Salem Oregon

Dear Sir

The proposed new location of the state highway at Adams will necessitate the moving of approximately 1900 feet of our 66 KV transmission line at an estimated cost of $2,000.

In view of the fact that this section of our line is now located on private property, we assume that the state will reimburse the company in the event it is required to move its line to accommodate the new road.

We are enclosing blueprint showing the proposed route of our line, and should like to have your approval of the plan before proceeding with the work.

Yours very truly,

RLS KB

Property Department

By

RIGHT OF WAY ENGINEER

REFERRED TO
By Asst. State Highway Engineer

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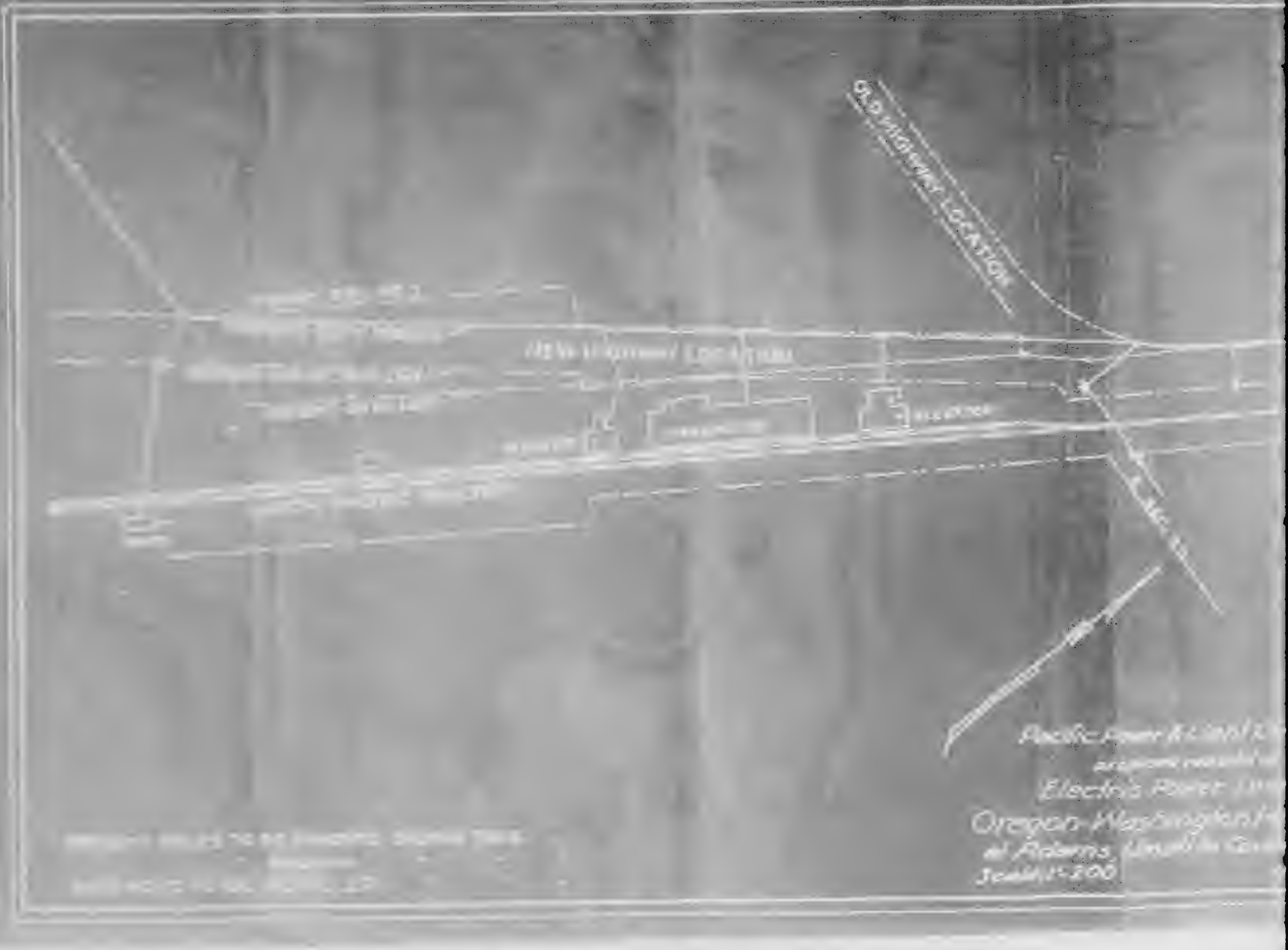
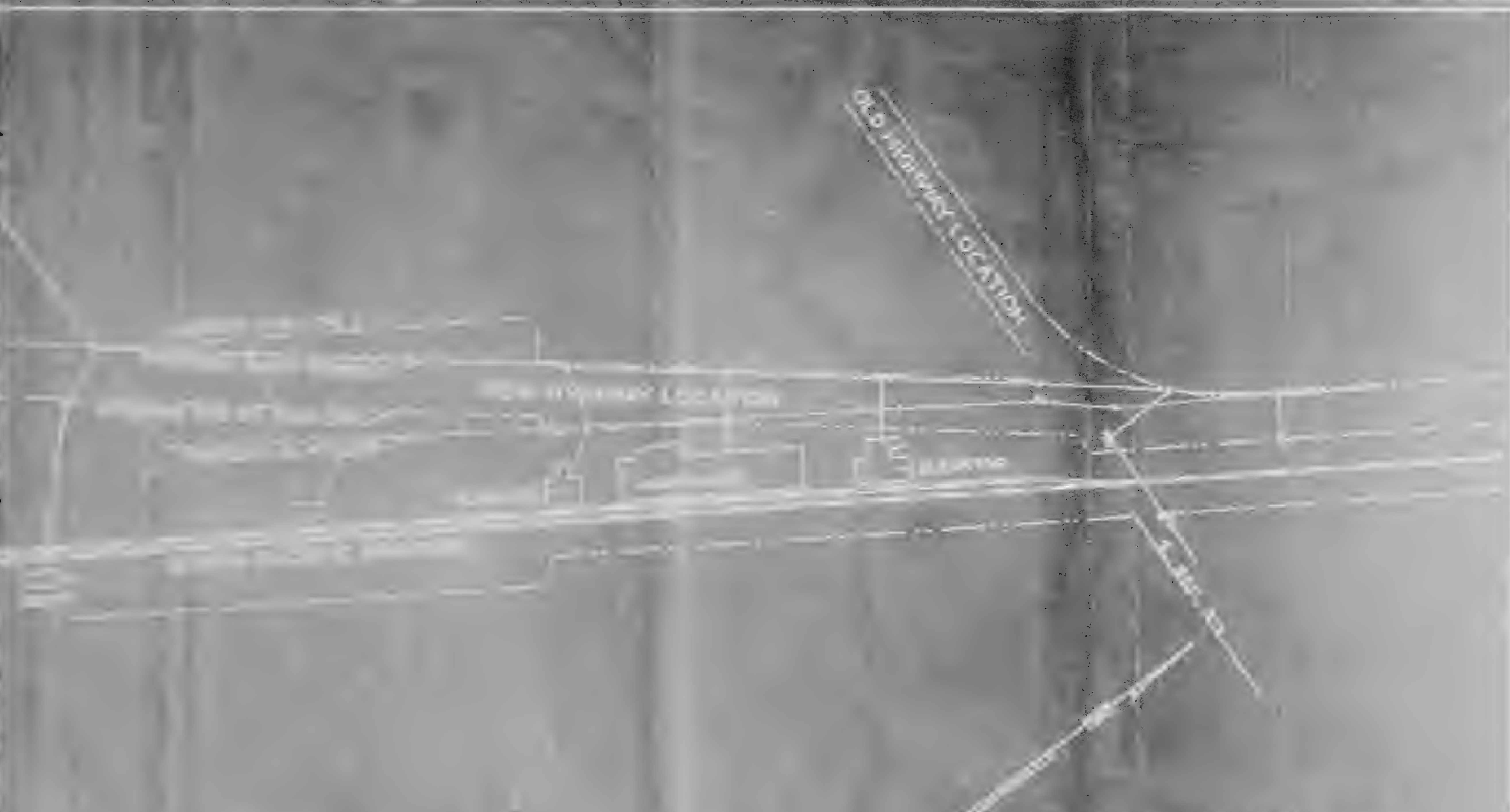

OLD HIGHWAY LOCATION
NEW HIGHWAY LOCATION
ELEVATOR
Pacific Power & Light C
Electric Power Li
Oregon-Washington
at Adams, Umatilla Co
Scale 1"=200


OLD HIGHWAY LOCATION
NEW HIGHWAY LOCATION

Pacific Power & Light Company
proposed relocation of
Electric Power Line on
Oregon-Washington Highway
at Adams, Umatilla County, Ore.
Scale: 1"=200'
Nov 1929

170-D-1

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

POST OFFICE BUILDING
PORTLAND, OREGON

(Stencil #28)

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon FAP 170-D (1)
State Farm-Adams Section
Oregon-Washington Hwy.

December 12, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By T. M. Davis
T. M. Davis
Sr. Highway Engineer

Kor

RECEIVED
DEC 14 1939
FOR FILING

FA 170-D-1

November 7, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the State Farm-Adams Section, Project No. FA 170-D (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 179-D (1)

STATE FARM-ADAMS SECTION OF THE
OREGON-WASHINGTON HIGHWAY IN UMATILLA COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 9, 1939

All Required		Clearing and Grubbing	$ - -	$ 83.00
110	cu. yds.	Trench Excavation	.50	55.00
148,000	cu. yds.	Common Excavation	.14	20,720.00
19,000	cu. yds.	Solid Rock Excavation	.50	9,500.00
285,000	yd. sta.	Overhaul	.005	1,425.00
31,000	yd. mi.	Truck Haul	.08	2,480.00
3.74	miles	Finishing Roadbed and Slopes	100.00	374.00
27,000	lin. ft.	Rounding Cutbanks	.06	1,620.00
550	lin. ft.	12" Concrete Pipe	.85	467.50
560	lin. ft.	18" Concrete Pipe	2.00	1,120.00
100	lin. ft.	24" Concrete Pipe	2.60	260.00
90	lin. ft.	36" Concrete Pipe	6.60	594.00
130	lin. ft.	48" Corr. Iron Pipe	7.00	910.00
140	lin. ft.	36" Extra Strength Corr. Iron Pipe	7.00	980.00
480	lin. ft.	48" Extra Strength Corr. Iron Pipe	7.50	3,600.00
180	lin. ft.	84" Corr. Iron Pipe, Uncoated	14.00	2,520.00
22,500	cu. yds.	Selected Roadbed Topping	.15	3,375.00
138,000	yd. mi.	Hauling Roadbed Topping	.08	11,040.00
1,600	cu. yds.	Filler	.15	240.00
1,600	yd. mi.	Hauling Filler	.10	160.00
200	M-gal.	Sprinkling	1.50	300.00
		Subtotal		$ 61,823.50
		10% Engr. & Cont.		6,182.35
		Total		$ 68,005.85

Length 3.743 miles
Cost per mile $ 18,168.80

Federal Aid Funds- $ 40,810.00
State Funds- 27,195.85

$ 68,005.85

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1929
State Funds for Maintenance: Chap. 41, laws 1927

August 31, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Please be advised that all necessary right of way has been acquired on the State Farm-Adams Section, Project No. FA 170-B (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/HR

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
AUG 16 1939
OREGON
STATE HIGH

August 15, 1939

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

P. S. and E. documents for Oregon Federal Aid Project No. 170-D (1), the State Farm-Adams Section of the Oregon-Washington Highway, have today been recommended for approval. This is your authority to advertise for bids, subject to final review and approval of the plans and specifications by the Commissioner of Public Roads.

Concurrence in award will be withheld pending approval of the program and also submission of your certificate that the right to occupy and use the right-of-way has been acquired.

Very truly yours,

W. H. LYNCH,
District Engineer.

By
L. J. Caufield,
Senior Highway Engineer.

August 9, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate to accompany plans and specifications and five copies of right of way statement for the State Farm-Adams Section, Project No. FA 170-D (1). Likewise is enclosed a copy of laboratory report covering test of rock from a source located five miles south of mile point 117.69.

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 170-D (1)

STATE FARM-ADAMS SECTION OF THE
OREGON-WASHINGTON HIGHWAY IN UMATILLA COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 9, 1939

All Required		Clearing and Grubbing	$ - -	$ 800.00
110	cu. yds.	Trench Excavation	1.00	110.00
148,000	cu. yds.	Common Excavation	.15	22,200.00
19,000	cu. yds.	Solid Rock Excavation	.60	11,400.00
285,000	yd. sta.	Overhaul	.01	2,850.00
31,000	yd. mi.	Truck Haul	.12	3,720.00
3.74	miles	Finishing Roadbed and Slopes	250.00	935.00
27,000	lin. ft.	Rounding Cutbanks	.08	2,160.00
550	lin. ft.	12" Concrete Pipe	1.00	550.00
560	lin. ft.	18" Concrete Pipe	1.75	980.00
100	lin. ft.	24" Concrete Pipe	2.75	275.00
90	lin. ft.	36" Concrete Pipe	5.00	450.00
130	lin. ft.	48" Corr. Iron Pipe	6.50	845.00
140	lin. ft.	36" Extra Strength Corr. Iron Pipe	5.50	770.00
480	lin. ft.	48" Extra Strength Corr. Iron Pipe	7.00	3,360.00
180	lin. ft.	84" Corr. Iron Pipe, Uncoated	16.00	2,880.00
22,500	cu. yds.	Selected Roadbed Topping	.25	5,625.00
138,000	yd. mi.	Hauling Roadbed Topping	.08	11,040.00
1,600	cu. yds.	Filler	.25	400.00
1,600	yd. mi.	Hauling Filler	.10	160.00
200	M-gal.	Sprinkling	1.50	300.00
		Subtotal		$ 71,810.00
		10% Engr. & Cont.		7,181.00
		Total		$ 78,991.00

Length	3.743 miles
Cost per mile	$ 21,103.66

Federal Aid Funds- -	$ 47,950.00
State Funds- -	31,041.00
	$ 78,991.00

STATE FARM-ADAMS SECTION

PROJECT NO. FA 170-D (1)

While negotiations for right of way are in progress, some seven parcels have not been acquired nor has the right to occupy and use these parcels been secured, but it is now believed that the right of way can be made fully available within eighteen days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

August 9, 1939

RECEIVED
OCT 27 1939
FOR FILING

110 D-1

October 26, 1939

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We are forwarding to you today by express a fully executed copy of each of the following contracts, which were awarded to Roy L. Houck on September 28 and 29, respectively:

Contract No. 2227, covering the grading and paving of the Salem-Pringle Creek Section of the Pacific Highway East, in Marion County

✓ Contract No. 2231, covering the grading of the State Farm-Adams Section of the Oregon-Washington Highway, in Umatilla County

Inasmuch as you are surety for the contractor on these jobs, we are sending you these copies of the contracts for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

RECEIVED
OCT 27 1939
FO[illegible]

770-D-1

October 26, 1939

Mr. Roy L. Houck
212 U. S. National Bank Building
Salem, Oregon

Dear Sir:

We hand you herewith a fully executed copy of each of the following contracts which were awarded you on September 28 and 29, respectively, by the State Highway Commission:

Contract No. 2227, covering the grading and paving of the Salem-Pringle Creek Section of the Pacific Highway East, in Marion County

✓ Contract No. 2231, covering the grading of the State Farm-Adams Section of the Oregon-Washington Highway, in Umatilla County.

These copies are for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

170-D-1

October 2, 1939

Mr. Roy L. Houck
212 U. S. National Bank Building
Salem, Oregon

Dear Sir:

We are handing you herewith four copies of Contract No. 2231, which was awarded to you on September 29, 1939, by the State Highway Commission, covering the grading of the State Farm-Adams Section of the Oregon-Washington Highway, in Umatilla Couty.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done, a fully executed copy will be returned to you for your records and files. An executed copy will also be sent to the surety on your bond.

Your special attention is called to the paragraph under Section 5 (page 14) of the printed GENERAL PROVISIONS, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the mimeographed page immediately preceding the colored pages, relating to the payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION
By

Secretary

MBL

STANDARD TIME INDICATED
RECEIVED AT
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TELEPHONE YOUR TELEGRAMS
TO POSTAL TELEGRAPH

Postal Telegraph
Mackay Radio · All America Cables · Commercial Cables · Canadian Pacific Telegraphs
TELEGRAMS · CABLEGRAMS · RADIOGRAMS

THIS IS A FULL RATE TELEGRAM, CABLEGRAM OR RADIOGRAM UNLESS OTHERWISE INDICATED BY SYMBOL IN THE PREAMBLE OR IN THE ADDRESS OF THE MESSAGE. SYMBOLS DESIGNATING SERVICE SELECTED ARE OUTLINED IN THE COMPANY'S TARIFFS ON HAND AT EACH OFFICE AND ON FILE WITH REGULATORY AUTHORITIES.

Form 16 Dbl R 39 JA 18/17 GOVT.

NX PORTLAND, ORE., 11:43 AM SEPT 29 1939

R H BALDOCK
26 STATE HIGHWAY ENGINEER
SALEM ORE

REURTEL TODAY OREGON FAP 170-D (1) WE CONCUR IN AWARD OF CONTRACT TO ROY L HOUCK.

MORRIS

11:58 AM

170-D-1

57

September 29, 1939

Mr. Roy L. Houck,
212 U. S. National Bank Bldg.,
Salem, Oregon

Dear Sir:

Confirming my telephone call of this date, the State Highway Commission awarded to you today the contract covering the 4.59 miles of grading on the State Farm-Adams Section of the Oregon-Washington Highway, in Umatilla County. This award was based on the low bid submitted by you on September 1, 1939, in the amount of $71,884.50.

Contract forms will be sent to you in a few days for execution.

Yours very truly,

HBG:MC Secretary

cc - S. H. Probert

Set confirmed

M

Charge to the account of ______________________ $ ________

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER	X	URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	
SPECIAL SERVICE		SHIP RADIOGRAM	

Patrons should check class of service desired, otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1217-B

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

CHECK	
ACCOUNTING INFORMATION	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
SEPTEMBER 29, 1939

MR. W. H. LYNCH
DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
P. O. BOX 3900
PORTLAND, OREGON

CONCURRENCE REQUESTED IN AWARD TODAY OF CONTRACT ADAMS STATE PARK PROJECT TO ROY L. HOUCK. ALL RIGHT OF WAY IS ACQUIRED.

R. H. BALDOCK

170-D-1

September 29, 1939

Mr. O. Murray
Resident Engineer
Union Pacific Railroad Company
Portland, Oregon

Dear Sir:

In response to your request of September 22, 1939, wish to inform you that the State Highway Commission today awarded the contract for the construction of the State Farm-Adams Section of the Oregon-Washington Highway, in Umatilla County, to contractor Roy L. Houck who submitted the low bid therefore on September 1, 1939. In connection with this job Mr. Houck is acting as an individual. His address is 212 United States National Bank Building, Salem. The contract will be dated September 29, 1939, and the contract number assigned to this job is No. 2231.

Very truly yours,

HBG:AM

Secretary

UNION PACIFIC RAILROAD COMPANY

OPERATING DEPARTMENT

S. MURRAY,
RESIDENT ENGINEER

PORTLAND, OREGON

Form 3010
RECEIVED
SEP 23 1939
STATE [illegible]

September 22,1939

Mr.R.H.Baldock,
State Highway Engineer,
Salem,Oregon

Dear Sir:

As soon as you have awarded contract for construction of State Farm-Adams section of the Oregon-Washington highway,will you please send me the corporate name, where incorporated and address of contractor,also the date of your contract with him,in order that I may cover with usual indemnity agreement.

Yours truly,

S MURRAY

ANSWERED

Form E-19-2M-4-38

Const
Projects
Primary

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

September 19, 1939

From: J. W. DeSouza

To: R. H. Baldock

Subject: Right of way at Adams

REFERRED TO
RHB.
By Asst. State Highway Engineer

NOTED
State Highway Engineer

This is to advise you that we now have secured releases of the two leases held by Mr. L. L. Rogers on the railroad station grounds at Adams.

As far as the activities of this office appear to be involved the right of way is clear, and as soon as you have completed further arrangements with Mr. Roberts as to the station grounds easements it would seem that the contract could be awarded.

We now have a copy of the order issued by the Public Utilities Commissioner under of September 14, 1939. This order appears satisfactory in form and supports the position which was taken to the effect that the expense of the creosoted ties and standard guardrails should be borne by the railroad company. A full copy of the order will be sent to you later.

J. W. DeSOUZA
Assistant Attorney

JWD:AW

Form E-30—Revised—25M—6-39

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

RECEIVED
AUG 31 1939
COMMISSION

La Grande
August 30, 1939

REFERRED TO
RHB
By Asst. State Highway Engineer

Const
Projects
Primary

Subject: Improvement of connection between old and proposed new highways in town of Adams

To:

Mr. H. G. Smith
Construction Engineer
State Highway Commission
Salem, Oregon

Dear Sir:

With further reference to improvement of the street leading from the Main Street of Adams to a connection with the newly aligned Oregon-Washington Highway at Station 622+50 in Adams as discussed with you by telephone this date:

The cost of applying a type O-6 oil mat surface treatment on this street, which is 700 feet in length, will be approximately $175. The street is adequately surfaced, there is a bridge across Wild Horse Creek constructed two years ago and the street will carry all traffic from Adams leading toward Pendleton after the new highway is constructed. I believe that the oiling of this street is justified and should have been included in our preliminary plans. I will make arrangements to include the oiling in the specifications for surfacing the new highway between Pendleton and Adams.

Very truly yours

W. C. WILLIAMS
Division Engineer

WCW:MA

cc R. H. Baldock ✓

Form [illegible]

RECEIVED
JUL [illegible] 1939
FOR [illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Const. Projects Primary Hwys

July 20, 1939

From: J. W. DeSouza

To: H. G. Smith

Subject: Railroad crossing, Pendleton-Adams project

It is noted that a project on the Pendleton-Adams section is scheduled for receiving bids for grading on August 31, 1939.

In looking over the map we note that a crossing of the Oregon-Washington Railroad & Navigation Company's tracks is shown at approximately Station 612+25. We have never received any prior information on this matter and no petition ever has been presented to the Public Utilities Commissioner, although I do recall that a year or so ago there was some discussion regarding a crossing but at that time it was decided to leave the matter in abeyance.

In the present instance we should have the usual sketch maps and other data for the preparation of an application, together with the customary preliminary designs in case an elimination structure is contemplated. In the preparation of the application we should also be able to state whether or not it is proposed to eliminate the existing grade crossing which is located approximately 600 feet northeasterly from the new crossing.

Barring unforeseen difficulties, we will be able to handle the right of way to be acquired from private individuals by August thirty-first, but it appears doubtful that the crossing matter can be disposed of before the Public Utilities Commissioner and the easement across railroad lands in the vicinity of Station 625 acquired by that date.

JWD:AW
cc Mr. R. H. Baldock

REFERRED TO
RHB
Asst. State Highway Engineer

NOTED
State Highway Engineer

FORM 2-A-1 10M 1-38
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

RECEIVED
APR 4 1938
FOR FILING

March 29, 1938

IN REPLY PLEASE
REFER TO FILE NO.
48

Const
Projects
Primary

Mr. R. H. Baldock
State Highway Engineer
OFFICE

NOTED
State Highway Engineer

Dear Sir:

The State Highway Commission, at its meeting on March 25, considered your report on the reconstruction of the Pendleton-Adams Section of the Oregon-Washington Highway, in Umatilla County.

It appears that construction on the proposed line will involve, at least temporarily, the use of a grade crossing of the O.W.R.& N. railway at a place where the railroad crosses a county road. There is a question whether or not it is necessary for the Public Utilities Commissioner to hold a hearing in regard to the matter. The Attorney was instructed to confer with the Public Utilities Commissioner in regard thereto and also with the railroad company officials.

Very truly yours,

Secretary

HBG:AM

cc - Mr. Devers

FORM 5-M-1 2M 8-30

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

RECEIVED
APR 27 1939
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 28 1939
FOR FILING

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

April 26, 1939

IN REPLY PLEASE
REFER TO FILE NO.

Asst. State Highway Engineer

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

In regard to the road approach in the vicinity of Station 130 on the Pendleton-Adams section, about which you wrote March 24 and April 25:

We would like to advise that the owner, Mr. Schultz, has been contacted and a satisfactory agreement has been entered into with the property owner. It seems that there is a little holdup on the construction of the approach due to the fact that an easement has to be secured from the School Board by Mr. Schultz before the approach can be built.

A full report will be sent to your office after construction of the approach.

Very truly yours

W. C. WILLIAMS
Division Engineer

By CDC

C. D. CANNON
Office Engineer

CDC:MA

cc R H. Baldock

FORM 5-M-1 6M 6-38

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

RECEIVED
APR 21 1939
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 22 1939
FOR FILING

Const
Progress
Primary

April 20, 1939

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

NOTED
Asst. State Highway Engineer

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

Will you please secure from the Union Pacific Railroad Company a print of their standard railroad map through the town of Adams on the Pendleton-Walla Walla branch? I am not certain whether this can be secured from the Portland or Spokane office.

Very truly yours

W C Williams

W. C. WILLIAMS
Division Engineer

WCW:ML

cc R. H. Baldock

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

RECEIVED
MAR 17 1939
STATE HIGHWAY COMMISSION

RECEIVED
17 1939
FOR FILING

Const
Project
[illegible]

March 16, 1939

IN REPLY PLEASE
REFER TO FILE NO.

NOTED
Asst. State Highway Engineer

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

You will remember that the Union Pacific Railroad took some exception to the crossing of their tracks at grade in Adams on the Pendleton-Adams Section.

At the time this location was made, it was considered that this connection would be temporary only and that the ultimate location would be continued northward on the east side of the railroad tracks. It would now appear, however, that this connection will be in use for several years, possibly ten or fifteen, so that a better connection should be considered.

I have inspected the premises and believe we should revise our location of the connection in order to move the crossing southward from the railroad buildings and side tracks, at the same time flatten the curves as well as acquire additional right of way alongside the railroad warehouse, grain elevator, etc., in order to provide for a standard width highway.

I am submitting to you by express a copy of the 100 foot scale location map on which I have had penciled a revised location of the connection, which I recommend be constructed. If you think this provision should be made, please advise and we will have the necessary plans, right of way descriptions, etc., prepared. Will you please return the marked copy of the 100 foot map?

Very truly yours

W. C. WILLIAMS
Division Engineer

WCW:MA
cc R.H. Baldock

FORM 5-M-1 5M 6-36
Commissioners
HENRY F. CABELL, Chairman, Portland
E. B. ALDRICH, Pendleton
F. L. TOU VELLE, Jacksonville
H. B. GLAISYER, Secretary

R. H. BALDOCK
State Highway Engineer
Salem

OREGON STATE HIGHWAY COMMISSION
Office of W. C. WILLIAMS, Division Engineer
LA GRANDE, OREGON

RECEIVED
[illegible] 1938

Const
Bridge
Bulletin

December 9, 1938

In Reply Please
Refer to File No.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

NOTED
Asst. State Highway Engineer

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

Further reference is made to the matter of constructing a joint stock pass and drainage structure at station 552+70 on the Pendleton-Adams Section of the Oregon-Washington Highway.

I see no reason not to proceed with the design of the structure to be used for both purposes. As we submitted a vicinity map for the bridge structure, the bridge department should have sufficient date from which to design the structure.

If any more information is required from the field, please advise.

Yours very truly

W. C. Williams

W. C. WILLIAMS
Division Engineer

WCW:WM
CC RH Baldock

FORM 9-A-1 10M 5-38

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

RECEIVED
DEC 2 1938

FOR FILING

Correct
Project
Primary

December 1st, 1938

IN REPLY PLEASE
REFER TO FILE NO.

NOTED
Asst. State Highway Engineer

Mr. W. C. Williams
Division Engineer
State Highway Dept.
La Grande, Oregon

Dear Sir:

In regard to the practicability of constructing a joint stock pass and drainage structure at Station 552+70 on the Pendleton-Adams Section of the Oregon-Washington Highway.

In comparison with Greasewood Creek and several other creeks along this valley the drainage area of this creek indicates that an opening of about 100 square feet would probably be sufficient to carry the water. This would take about a 15-foot opening unless the grade of the creek can be materially lowered at this point.

If the grade cannot be lowered sufficiently to install a 10 x 10 box culvert, the cost of a small bridge plus an individual cattle pass at Station 547 would be more than the cost of a 15-foot bridge designed with a drop section for ordinary water.

It may be that farming could be done more advantageously with a cattle pass located at Station 547, but unless this be of material difference, I would recommend that a joint structure be located at Station 552+70.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

FORM 5-M-1 5M 9-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

RECEIVED
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RECEIVED
1938
STATE HIGHWAY COMMISSION

November 29, 19338.

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon.

NOTED
Asst. State Highway Engineer

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

Reference is made to your letter relative to probability of constructing a joint drainage structure and stock pass at Station 552+70 on the Pendleton-Adams Section of the Oregon Washington Highway.

There is no particular reason why this cannot be done but the costs for the joint structure should be carefully compared against cost of a separate stock pass. The drainage opening need not be more than 15 feet long as the railroad has a 15 foot span with an 8 foot vertical clearance that has always carried the drainage satisfactorily. I would suggest that for the purpose of a joint structure a 15 foot span be provided and this divided so that 8 feet would be approximately 2 feet lower than the level of the remaining 7 feet.

High water through this structure lasts only from one to three weeks and quite often chinook winds carry most of the drainage away in three or four days. At all events the 8 foot lowered width would carry all the drainage with the exception of a two or three weeks' period and this should not seriously interfere with the use of the structure for a stock pass throughout the year.

Yours very truly

W. C. Williams

W. C. WILLIAMS
Division Engineer

WCW:MM

CC RH Baldock ✓

FORM 5-A-1 10M 5-30

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

November 10th, 1938

IN REPLY PLEASE
REFER TO FILE NO.

Correct
Project to
Ordinary

Mr. W. C. Williams
Division Engineer
State Highway Dept.
La Grande, Oregon

Dear Sir:

Reference is made to the Roy Duff property on the Pendleton-Adams Section where it is desired to install another cattle pass at approximately Station 204+50.

I believe Mr. Parker has discussed with you the possibility of installing a 6-foot cattle pass at Station 204+50 in lieu of the 36-inch drainage pipe which you propose at about Station 205+30 and the stock watering trough on the opposite side of the highway. It would not seem that the cattle pass would be any more expense than the other plan provided the drainage can be carried through it as well as through the pipe laid in the road ditch. If this be a practical suggestion, please advise so that it can be officially approved.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

FORM 5-A-1 10M 5-38

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

November 7th, 1938

IN REPLY PLEASE
REFER TO FILE NO.

Const
[illegible]
Priority

Mr. W. C. Williams
Division Engineer
State Highway Dept.
La Grande, Oregon

Dear Sir:

Mr. Devers will forward you, under separate cover, a copy of the stipulations regarding fencing, cattle passes etc. on the Pendleton-Adams Section.

Please be guided by these in all respects.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

NOTED
State Highway Engineer

FORM 5-M-1 5M 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

RECEIVED
NOV 7 - 1938
STATE HIGHWAY COMMISSION

November 4, 1938

IN REPLY PLEASE REFER TO FILE NO.

Const
Projects
Primary

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

Confirming radiogram of this date, the mink farm on the Pendleton-Adams Section is located approximately 350 feet right at right angles to Station 32. The nearest blasting to the mink farm will be required between stations 36 and 45.

The stations where the blasting will be done is not on right of way to be acquired from Fred Beck, the owner of the mink farm, it lying easterly from his property. I do not see how he could insist on any particular stipulations as to blasting on property that he does not own, nor how it should effect purchase of right of way from him.

The contractor on the project will be liable for any damage that might be done by reason of blasting and should he cause any damage or loss of mink, it would be his responsibility.

On the right of way to be acquired from Beck, the grading work is all embankment, but such embankment is hauled from the rock cut between stations 36 and 45.

Very truly yours

W. C. WILLIAMS
Division Engineer

WCW:MA

cc R. H. Baldock
J. M. Devers

FORM 3-44

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
NOV 3 1938
FOR FILING
Const.
Project
Primary

October 31st, 1938

Mr. W. C. Williams
Division Engineer
State Highway Dept.
La Grande, Oregon

NOTED
State Highway Engineer

Dear Sir:

The right of way department has brought up the question whether the drainage structure at Station 552+70 on the Pendleton-Adams Section would also serve the property owner as a cattle pass. It would be economical to design a slab span with two openings so that the one opening could be used as a cattle pass and also serve as a relief opening during the extreme high water if the property owner could get along with it blocked for the two or three days in which I assume the high water occurs.

It is advisable, however, for you to check up on this stream to see how long the high water occurs and to see if the floor could be lowered slightly to keep the normal drainage free from the cattle pass. If not, it possibly would be better to put a separate cattle pass at Station 547 or thereabouts.

I also note that there are no culverts shown from Station 545 to 600. We are constantly criticized by the maintenance department for not putting in sufficient culverts. Please advise the location and number of culverts through this section.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

FORM 2-H-1 1500 8-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
OCT 13 1938
FOR FILING
Construction
Project

RECEIVED
OCT 13 1938
STATE HIGHWAY COMMISSION

October 11, 1938

Mr. R.H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. M. G. Smith, Construction Engineer

Dear Sir:

I do not believe it advisable to omit grading between stations 7 and 18 on the Pendleton-Adams section. It will be necessary to grade that section from station 18 to the junction with the present highway at approximate station 35 and in order to adequately handle traffic, this section should be temporarily oiled. It would cost but very little more to oil the section between stations 7 and 18 and the grading can be performed better now as the materials for the revised grade line will come from the cut north of station 18.

By the incorporation of a small amount of suitable filler with the gravel topping materials a satisfactory base can be prepared for the application of an oil mat and I would recommend a prime coat of SC-2 oil topped with standard O-50 specification.

I am attaching hereto the necessary data for including of this work in the special provisions.

Very truly yours

W. C. WILLIAMS
Division Engineer

WCW:MA
enc.

cc R. H. Baldock

FORM S.H.-1 1900 8-27

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
OCT 10 1938
STATE HIGHWAY COMMISSION

RECEIVED
OCT 13 1938
FOR FILING
[illegible]

October 7, 1938

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

I have made an investigation of the grade line immediately north from the Umatilla River bridge on the Pendleton-Adams section as requested in your letter of September 29.

It was learned from reliable sources in Pendleton that the Umatilla River has occasionally overflowed the highway and blocked traffic thereon at approximate stations 15 to 18. The last high water occurred in 1932 and at that time the water was approximately 2 ft. deep over the highway at Sta. 14+50. With this additional information, it would appear advisable to raise the grade line at this point.

I am sending you herewith a profile of the section on which I have indicated a revised grade line. This revised grade line, you will note, is 1.8 ft. higher than the existing grade at Sta. 14+50 and an additional foot of surfacing will raise the grade to 2.8 ft. higher than the existing grade. I have lowered the grade from Sta. 19 to 27 for two reasons: In the first instance, this will materially aid in acquiring right of way at Sta. 22 where the higher grade made it impossible to construct a satisfactory approach for a residence property. In the second instance, the lowering of the grade at this point will provide the additional material required for the raised grade line across the flat.

Another question has been brought up by residents of this section of Pendleton. They think that a larger drainage area should be provided at Sta. 15. There was formerly under the old road arrangement, a small bridge at this point, but when the highway was reconstructed about 1920, the bridge was replaced with twin 30 inch pipes. In times of high water these pipes will not carry the runoff and causes the water to be backed up for a considerable length of time. I believe we should remove the 30 inch culvert pipes and construct a 3x6 concrete box culvert at this point. I am enclosing a typical section showing the present position of the 30 inch pipes and the possibility of constructing the box culvert.

Please advise me at your earliest convenience if you approve the revised grade and what you think of the construction of the box culvert. I will then immediately submit the necessary date for revision of the project plans. Please return the marked profile as it is the only copy I have.

Very truly yours

W. C. WILLIAMS
Division Engineer

WCW:MA enc.

cc R. H. Baldock

FORM 8-A-1 10M 6-38
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

RECEIVED
OCT 6 1938
FOR FILING

Contract
[illegible]
[illegible]

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

September 29th, 1938

IN REPLY PLEASE REFER TO FILE NO.

Mr. W. C. Williams
Division Engineer
State Highway Dept.
La Grande, Oregon

Dear Sir:

In regard to the plans for the Pendleton-Adams Section, which is to be contracted at the November letting, I wish to call your attention to the grade line between Stations 12 and 18. I seem to recall that this section becomes flooded from the Umatilla River and on one occasion caused several yours delay to traffic.

Will you please investigate this to see if it would not be practical to raise the grade line to correct this condition. Inasmuch as you are merely grading and topping the job could be started about Station 18 so that no actual disturbance of the pavement need by made at this time.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

FORM 3-M-1 1900 8-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
OCT 13 1938
FOR FILING
Contract
Projects
[illegible]

RECEIVED
OCT 13 1938
STATE HIGHWAY COMMISSION

October 11, 1938

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

I notice that my special provisions for the Pendleton-Adams section make no provision for salvaging of existing pavement.

I do not believe it is economically justified to salvage the old pavement as we do not find much suitable use for the salvaged materials. Where the pavement is below the subgrade, it should not be disturbed and such pavement as it is necessary to excavate by reason of being above subgrade elevation, shall be disposed of in embankments.

Very truly yours

W. C. WILLIAMS
Division Engineer

WCW:MA

cc R. H. Baldock
S. H. Probert

Commissioners
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

RECEIVED
JUL 13 1938
FOR FILING

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

Const
Projects
Primary

July 11th, 1938

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams
Division Engineer
State Highway Dept.
La Grande, Oregon

Dear Sir:

Please send specifications for the Pendleton-Adams Section of length sufficient to cover the money set up in the 1939 budget. These specifications are desired as soon as possible in order to have everything ready for the fall lettings. There are some unusually large lettings in September and October, and we do not wish to congest the drafting department immediately prior to the lettings.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

FORM S-H-1 1M 1-38

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

RECEIVED
JUN 23 1938
FOR FILING

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22 1938
OREGON
STATE HIGHWAY COMMISSION

Const
Projects
Primary

IN REPLY PLEASE
REFER TO FILE NO.

June 20, 1938

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

NOTED
State Highway Engineer

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

I find that a section 7.43 miles in length can be graded and gravel-topped for $100,000 on the Pendleton-Adams section. The section would extend from the Umatilla River bridge in Pendleton to a point near the State Experiment Farm and the section can be designated the Pendleton-State Experiment Farm Section.

I am enclosing my estimate of cost for this section so that you can check my estimated unit prices. The solid rock price and gravel topping price might appear slightly low, but they are not out of line at all with prices we are now receiving on contracts of this nature.

Very truly yours

W. C. WILLIAMS
Division Engineer

WCW:MA
enc.

cc R. H. Baldock

FORM T-A-1 10M 2-38
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
JUN 20 1938
FOR FILING

Const
Projects
Primary

June 18th, 1938

Mr. W. C. Williams
Division Engineer
State Highway Dept.
La Grande, Oregon

NOTED
State Highway Engineer

Dear Sir:

The Commission wishes to purchase only enough right of way on the Pendleton-Adams Section to take care of the amount set up in the 1939 program, $100,000. With the reduced prices now being obtained, this would appear to be enough to grade and gravel top about one-half the project.

As I am not advised of the location of your gravel topping pits, I wish you would reestimate this carefully to determine the amount of work which can be done this year starting from the Pendleton end doing both the grading and gravel topping.

Mr. Parker would like to meet you in Pendleton, Monday evening after 5 P.M. to discuss this and various other features of the right of way.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

CONTRACT [redacted] 2232

FA 132-H-1 Oregon City Viaduct, Water 1939
St., Pacific Hwy., East
#2232

RECEIVED
JAN 21 1942
FOR FILING

132-H-1

January 20, 1942

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Reference is made to the inquiry contained in your letter of January 13, 1942, concerning the work performed under Extra Work Order No. 4 on the Water Street Viaduct, Project No. FAP 132-H (1) on the dates of November 3 and 4, 1940.

Our records show that on November 4, 1940, a stonemason worked four hours. He was paid at the rate of $1.20 per hour or $4.80.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dictated by J. W. Nash/[illegible]

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

January 13, 1942

RECEIVED
JAN 14 1942
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the statement of labor, equipment, and materials covering Extra Work Order No. 4 for contract No. 2232, submitted with the final voucher for Oregon FAP 132-H (1), the Water Street (Oregon City) section of the Pacific Highway.

The statement indicates that work was performed up to November 4, 1940, while Mr. Skelton's notice of completion indicated that the project was completed November 2, and the time extension runs to November 2. Will you please advise what work, if any, was done on November 3 and 4.

Very truly yours,

W. H. LYNCH
District Engineer

By F E Andrews
F. E. Andrews
Sr. Highway Engineer

#2232

Voucher # 1996

D. G. DeSart

RECEIVED
FEB 4 1941
FOR FILING

5

1-2-H-1

Feb. 4, 1941

Hansen & Rowland, Inc.
Washington Bldg.,
Tacoma, Washington

Dear Sirs:

You are advised that state highway contract No. 2232 for construction of bridges on the Oregon City Section of the Pacific Highway East, in Clackamas County, has been completed and that final payment to the contractor, McNutt Bros., of Eugene Oregon, will be made on or after February 13, 1941.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise you that the total amount paid the contractor in connection with this contract will be $78,736.46, of which amount $898.75 represents force account work.

This contract was completed on November 2, 1940, and was accepted by the State Highway Commission on January 10, 1941.

Yours very truly,

STATE HIGHWAY COMMISSION

By

Secretary

DGD:OA

NOTED
D. G. DeSart

6 9 9

RECEIVED
FOR FILING

132-H-1

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 9, 1940

Subject: Water Street Bridge

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Sir:

For your information, McNutt Brothers completed work on Contract No. 2232, Water Street Bridge in Oregon City on the Pacific Highway, on November 2, 1940. Please secure authority from the Commission to pay the final estimate on this job.

Yours very truly,

G. S. Paxson
Bridge Engineer

By W A Reeves

W. A. Reeves
Bridge Office Engineer

CAG:TH
cc: C. A. Gardner

APPROVED BY HIGHWAY COMMISSION
DATE January 10, 1941
Secretary

NOTED
D. G. DeSart

RECEIVED
JUL 22 1940
FOR FILING

132-H-1

July 18, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In two instances recently it has been necessary for our Washington Office to call our attention to variations between certified copies of contracts and P.S.& E. proposal forms for Federal Aid projects.

The first of these was in connection with Oregon Federal Aid Project 132-H (1), Water Street Partial Viaduct in Oregon City. In this case the certified copy of the contract included ten pages of special provisions, the tenth page relating to the possibility of a combination bid with the South Unit of the Oregon City paving work under the same project number. The special provisions in the P.S.& E. proposal form did not contain page ten. No action in connection with this project is necessary on your part as we had here an available copy of the missing page ten. to forward to Washington.

The other case was in connection with Oregon Federal Aid Secondary Project FAS 23-C (1), Castor Ranch-Joseph Section of the Hurricane Creek Road. In this instance the P.S.& E. proposal form contains two copies of page two of the special provisions, page one apparently having been inadvertently omitted therefrom. Will you kindly forward a copy of page one of the special provisions in order that we may have one to forward to Washington to complete the proposal form of the P.S.& E. submission.

Very truly yours,

W. H. LYNCH
District Engineer

By

L. J. Caufield
Sr. Highway Engineer

Form E-30—Revised—30M—1-40

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 6, 1940

132-H-1

Subject:

[illegible]

To: Mr. C. B. McCullough
Assistant State Highway Engineer
Office

NOTED
C. B. McCullough

Dear Sir:

There is nothing to Mr. Wey's complaint regarding the planking on the Willamette River Bridge at Oregon City. We have had this temporary planking brilliantly illuminated with all the lights that we could get around it ever since the work started. We have also had four reflectors, one at each corner of the planking, and three warning signs set at the edge of the sidewalk as you approach from either side.

I am not sure that this is the same complaint, but we had a complaint very similar to this turned in to the State Police who immediately took the man out to the site and showed him all of the signs and lights. He admitted that he had no kick coming.

The work has now been completed far enough so that we have removed the temporary planking and the upper deck is unobstructed.

Very truly yours,

G S Paxson

G. S. Paxson
Bridge Engineer

GSP CM

Mason, Ehrman & Co.
SINCE 1888
Wholesale Grocers
Portland, Oregon

ALBERT H. WEY
SECRETARY-TREASURER

RECEIVED
MAY 1 - 1940
STATE HIGHWAY COMMISSION

RECEIVED
MAY - 2 1940

April 30, 1940

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. R. H. Baldock

Gentlemen:

Last evening about 8 P.M. I had occasion to cross in a Easterly direction the Willamette River Bridge at Oregon City and was not aware of the condition of the road bed, which has been elevated with planking directly over the new Super Highway and my car, while not driven over 25 miles per hour, struck these planks with a resounding crash and I am rather apprehensive of whether I broke any springs.

It would appear to me that on an important thoroughfare such as this bridge is that warning flares should be placed by the contractors, otherwise, some unsuspecting motorist driving at a faster rate of speed may meet with serious, if not fatal, accident.

I am giving you this information so that something may be done before an accident does occur.

Yours very truly,

A H Wey

AHW
mca

ack 5-2

RECEIVED
MAY 2 1940
FOR FILE

132-H-1

#2232

May 1, 1940

Mr. Albert H. Way
Secretary-Treasurer
Mason-Ehrman & Co.,
Portland, Oregon

Dear Sir:

Receipt is acknowledged of your letter of April 30, in which you report a dangerous condition which existed on the Willamette River Bridge at Oregon City on the evening of April 29.

We thank you for your interest in this matter. Your letter is being referred to Mr. G. S. Paxson, our Bridge Engineer for immediate investigation. It was no doubt an oversight if there were no warning signs placed.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

cc Mr. Paxson

MASON, EHRMAN & CO.
Wholesale Grocers
Portland, Oregon.

April 30, 1940.

Oregon State Highway Commission
Salem, Oregon

Attention Mr. R. H. Baldock

Gentlemen:

Last evening about 8 P.M. I had occasion to cross in a easterly direction the Willamette River Bridge at Oregon City and was not aware of the condition of the road bed, which has been elevated with planking directly over the new super highway and my car, while not driven over 25 miles per hour, struck these planks with a resounding crash and I am rather apprehensive of whether I broke any springs.

It would appear to me that on an important thoroughfare such as this bridge is that warning flares should be placed by the contractors, otherwise, some unsuspecting motorist driving at a faster rate of speed may meet with serious if not fatal accident.

I am giving you this information so that something may be done before an accident does occur.

Yours very truly,

A. H. Wey

AHW
mca

FORM 5-K-1 2M 4-39
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
HURON W. CLOUGH, CANYONVILLE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
ATTORNEY
J. W. DeSOUZA
ASSISTANT ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

March 25, 1940

File

NOTED
Ass't. State Highway Engineer

Butler & Jack,
Butler Building,
Oregon City, Oregon.

Gentlemen:

I acknowledge receipt of your letter of the twenty-first in which you refer to our conversation in Portland recently relative to the work now being done on the Oregon City-West Linn bridge, which work occasions changes in the water pipe or main suspended to or attached on the bridge and which water main serves residents of the City of West Linn.

As I told you the other day I have recommended to the Highway Commission that the additional charge which the contractor will make for taking care of the water pipe or main in connection with work being done on the bridge be paid by the State.

Should, however, the pipe line break and as a result of such breakage there be resulting or consequential injury or damage, then the question of liability is one upon which I have not passed or given advice.

Therefore where such liability will fall is a matter which will have to ultimately be determined. We do not anticipate any damage or injury and the contractor has been instructed to employ every possible safety measure and observe every reasonable precaution to avoid loss, damage or injury to anyone. My purpose in writing you as I did the other day was so that West Linn might participate in the supervision of pipe line rearrangement if it cares to do so.

Yours very truly,

J. M. DEVERS

JMD:PW

cc C. B. McCullough
G. S. Paxson

BUTLER & JACK

Oregon City, Oregon

March 21, 1940

Misc. Agreement No. 477

Oregon State Highway Commission
Salem, Oregon

Attention Mr. Devers

Gentlemen:

In reply to your letter of March 20th, 1940, addressed to R. S. Milln, City Recorder, West Linn, Oregon, Mr. Milln and J. Dean Butler met with your Mr. Devers in the Public Service Building in Portland, March 21st, 1940, and discussed the matter of the water pipe across the Willamette Bridge in Oregon City, Oregon.

As a result of the conference, it was understood and agreed, that West Linn is not to be expected to pay any of the costs or any expenses connected with taking care of the water pipe across the bridge by reason of the alteration of the bridge being made in connection with construction of the Super Highway along Water Street in Oregon City, but that the Highway Commission would bear all expenses involved in the caring for the West Linn water pipe on the bridge; and that the problem of taking care of the pipe during the alteration of the bridge would not be West Linn's problem.

West Linn, however, should, in good faith, cooperate with the Highway Commission in the event of any breakage of the pipe or other temporary disruption of the regular flow of water to West Linn during the alteration of the bridge.

Very truly yours,

BUTLER & JACK

(sgd.) J. D. Butler

JDB H

Form E-30—Revised—25M—9-30

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

MAR 22

Portland, Oregon
March 20, 1940

FA [illegible]-H-1

Subject: Utilizing of excess excavation on Oregon City Unit

NOTED
State Highway Engineer

To: Mr. R. H. Baldock
State Highway Engineer
State Highway Department
Salem, Oregon

REFERRED TO
By Asst. State Highway Engineer

Dear Sir:

A week ago you asked me to study the possibility of utilizing the excess excavation on the Oregon City Unit, to start fill on new location from Oregon City towards Clackamas.

Mr. Kirkwood's projected locations all started on the north end of Main Street in Oregon City and followed this street to the north edge of all the built up area, then swung to the right through two reverses to a line parallel with the Southern Pacific.

Main Street has two street car tracks on it and is only 40' wide at the north end. The widening of this street to 80', or even 60', will require purchase of residence property and will not provide much room for making fills. Going farther to the north, we could make a fill on the reversing curves leading over towards the Southern Pacific. This would require acquisition of right of way through an orchard and garden and hop land.

The location on Main Street is dependent on the abandonment of the tracks by the street car company. It appears to me undesirable to make our location on this street until service is abandoned by the street car company. A man was killed last week in Oregon City, practically at the place where we would start to make this fill. He was somewhat confused after a meeting of the "Eagles", and the street car struck and killed him.

It has been reported that this street car line would be abandoned, but no definite date is known. The excess excavation on the Oregon City job, which will amount to some 3,000 cubic yards, will be used on the slopes of existing fills on the North Unit at Oregon City. Part of this excavation will be earth, and this will tend to smooth up the rocky slopes and make them more presentable.

In view of the above conditions, I suggest we do not attempt to utilize this excess in starting fill towards Clackamas.

Very truly yours,

E. A. Collier
E. A. COLLIER
DIVISION ENGINEER

EAC:MB
cc: Mr. H. G. Smith

Form E-30—Revised—25M—9-39

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

NOV 18 19

1-2 F-1

November 16, 1939.
Portland, Oregon.

Subject:
Temporary stairway on Water Street near 9th St., Oregon City
Force Order No. 2 Contract No. 2232

To:

Mr. E. A. Collier
Division Engineer
Portland, Oregon.

Dear Sir:

The temporary stairway, the construction of which is requested on Order for Extra Work No. 2, contract #2232, was requested by Mr. J. M. Devers. Verbal authority for starting this work prior to the return of the signed order was received from Mr. S. H. Probert by telephone to Mr. F. T. Young on November 15, 1939.

The purpose of the stairway is to permit access of the jurors to the sites of the properties under condemnation proceedings as scheduled for trial on November 20th, 1939.

The schedule for the work as represented by this order is for the ordering of materials on November 16th and for the construction of the stairway sections on November 17th. The sections are then to be installed on their final site on November 20th. All of the above work is scheduled for completion by 12:00 A.M. on Monday November 20, 1939.

Yours very truly,

J. T. Shelton

J.T. Shelton, Res. Br. Engr.

c.c. Mr. R. H. Baldock
Mr. G. S. Paxson
Mr. J. M. Devers
Mr. H. G. Smith
Mr. M. Stephenson
Mr. F. T. Young
Files

NOTED
C. A. [illegible]

RECEIVED
OCT 27 1939
FOR FILING

132-H-1

October 26, 1939

MARYLAND CASUALTY COMPANY
Hansen & Rowland, Agents
Washington Building
Tacoma, Washington

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2232, which was awarded to McNutt Bros. on October 4, 1939, by the State Highway Commission, covering the construction of Water Street Bridges in Oregon City, on the Pacific Highway East, in Clackamas County.

This copy is for your records and files as surety for the contractor on this job.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

RECEIVED
OCT 27 1939
FOR FILING

132-H-1

October 26, 1939

McNutt Bros.
351½ East Broadway
Eugene, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2232 which was awarded to you on October 4, 1939, covering the construction of Water Street bridges in Oregon City, on the Pacific Highway East, in Clackamas County.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

RECEIVED
OCT 1
FO

HANSEN & ROWLAND INC.

GENERAL AGENTS
TACOMA - SEATTLE - PORTLAND
SURETY BONDS GENERAL INSURANCE
TACOMA, WASHINGTON

H. T. HANSEN, PRES.
I. C. ROWLAND, SECY

FA 132-H-1

OCT 17 1939

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY...
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND INC., NOT TO INDIVIDUALS.

October 16, 1939

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

RE: BOND NO. 48649 - MC NUTT BROS. to STATE OF OREGON - Remodeling east approach to existing bridge over Willamette River and constructing 372 feet concrete viaduct on Water St. Section Pacific Highway East, Clackamas County, Oregon.

We are forwarding to you, today, by Railway Express four executed copies of contract and bond on behalf of McNutt Brothers of Eugene, Oregon.

Yours very truly,

HANSEN & ROWLAND, INC.
General Agents

By F. Tennard
Surety Bond Dept.

HD

Copy to: McNutt Bros.
Eugene, Oregon.

RECEIVED
OCT 13 1939
FOR FILING

FH 132-H-1

October 11, 1939

McNutt Brothers
351½ East Broadway
Eugene, Oregon

Gentlemen:

We are sending to you today, by express, four copies of Contract No. 2232 which was awarded to you by the State Highway Commission on October 4, 1939, covering the remodeling of the east approach to the existing bridge over the Willamette River and construction of a concrete viaduct on Water Street Section of the Pacific Highway East, in Oregon City, Clackamas County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the Highway Commission. When this is done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the provision under Section 7 of the General Provisions, page 13, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Very truly yours,

JM:AM

Secretary

RECEIVED

132-H-1

October 4, 1939

McNutt Bros.
351½ East Broadway
Eugene, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded you the contract for remodeling the east approach to the existing bridge over the Willamette River and construction of a 372-foot concrete viaduct on Water Street Section of the Pacific Highway East, in Oregon City, Clackamas County. This award was based on your low bid of $77,392.00 submitted on September 28, 1939.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

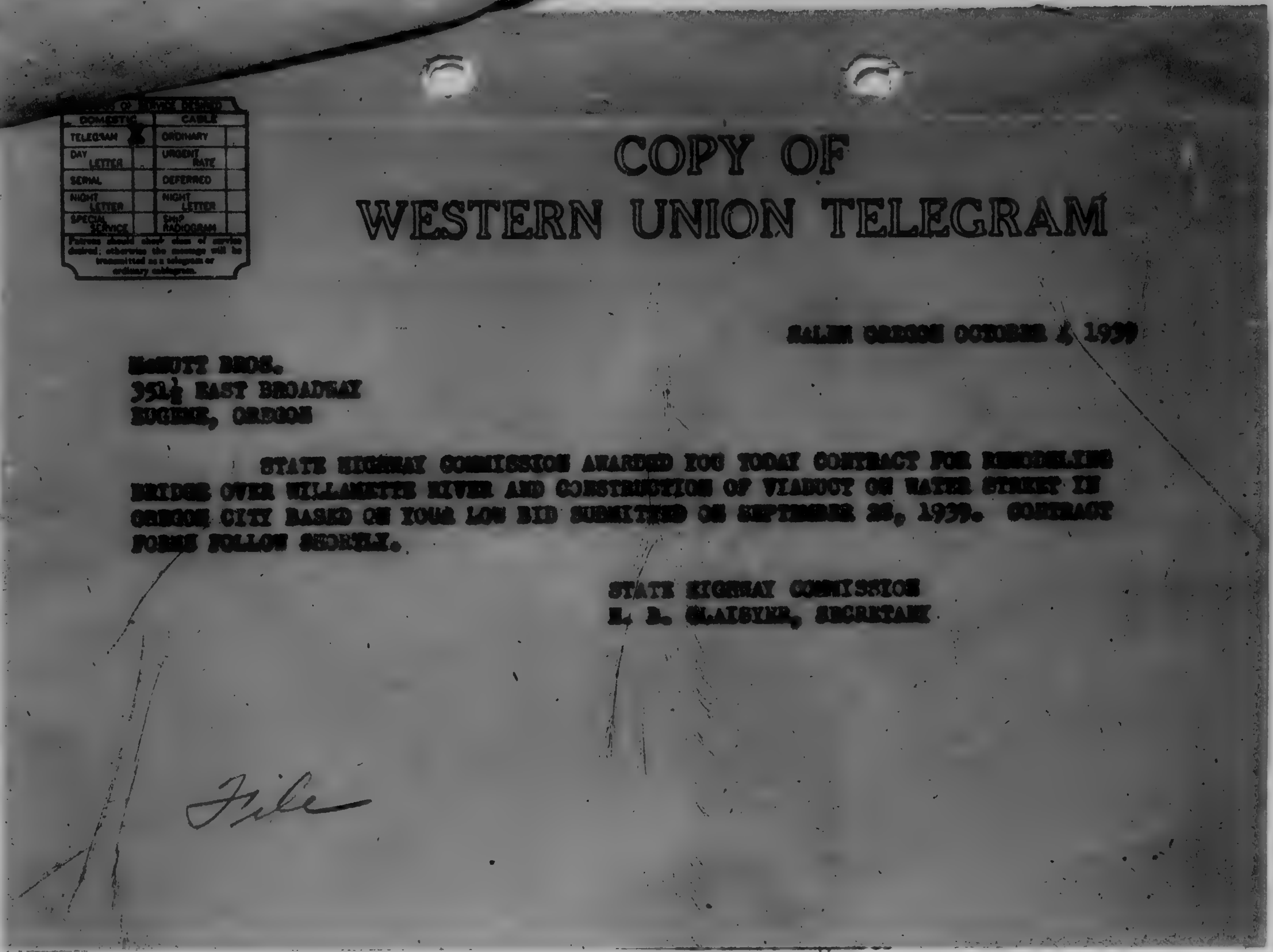
Secretary

MC:AM

cc - Mr. S. H. Probert
Mr. G. S. Paxson

get confirmed

M



CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	
SPECIAL SERVICE		SHIP RADIOGRAM	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

COPY OF WESTERN UNION TELEGRAM

SALEM OREGON OCTOBER 4, 1939

McNUTT BROS.
351½ EAST BROADWAY
EUGENE, OREGON

STATE HIGHWAY COMMISSION AWARDED YOU TODAY CONTRACT FOR REMODELING BRIDGE OVER WILLAMETTE RIVER AND CONSTRUCTION OF VIADUCT ON WATER STREET IN OREGON CITY BASED ON YOUR LOW BID SUBMITTED ON SEPTEMBER 28, 1939. CONTRACT FORMS FOLLOW SHORTLY.

STATE HIGHWAY COMMISSION
H. B. GLAISYER, SECRETARY

File

By F E Andrews
F. E. Andrews
Sr. Highway Engineer

cc Mr. H. G. Smith
Mr. S. H. Probert

RECEIVED
OCT - 1939
FOR FI

RECEIVED
OCT 5 - 1939
STATE HIGHWAY COMMISSION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

132-H-1

October 4, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our concurrence as of October 4, 1939, in the award of contract for Oregon Federal Aid Project No. 132-H (1), South Unit, Oregon City Section, to McNutt Brothers, Eugene, Oregon, who submitted the low bid, as requested in your letter of October 3rd, advising that all rights of way have been acquired.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

cc Mr. H. G. Smith
Mr. S. H. Probert

FORM 8-K-1 2500 10-38
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

J. W. DeSOUZA
ASSISTANT ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

March 6, 1939

MAR 1939

NOTED
State Highway Engineer

Mr. E. A. Collier
Division Engineer
9200 S. E. McLoughlin
Portland, Oregon

Dear Sir:

Reference is made to your telephone call this morning relative to right of way matters on the south unit of the Oregon City project, with particular reference to the acquisition of an additional width involving the brick building opposite the post office.

I am not very familiar with this particular property as Mr. Devers has been handling matters relative thereto, but he and Mr. Parker advise that they have been attempting to see what can be done with reference to the property but so far have notreceived any very definite information.

You further call my attention to the fact that this unit is listed for receiving bids on May 11, 1939. We believe that the listing of the project that soon is an oversight, as it was only a matter of two or three weeks ago that we were given to understand that we would have all summer in which to clear the laundry property. In accordance with this understanding, we have made arrangements with the owners of that property whereby bids for the construction of a new building will be called for along late in May or early in June, and thereafter an allowance of one hundred days will be made in which to construct the new laundry building and vacate the present site. Also, Mr. Devers has called attention to several matters involving litigation which will have to be straightened out.

Summing it all up, it does not appear to us that it would be at all simple to award a contract before next fall.

Yours very truly,

J. M. DEVERS

By

J. W. DeSOUZA
Assistant Attorney

JWD:AN
cc Mr. H. G. Smith
Mr. S. H. Probert

FORM 2-A-1 6M 9-38

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

February 7th, 1939

Const.
Project
Meeting!

Mr. E. A. Collier
Division Engineer
State Highway Dept.
9200 S. E. McLoughlin Blvd.
Portland, Oregon

Dear Sir:

You should have the Oregon City South Unit worked up so that it can be let as soon as the right of way difficulties are worked out.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

N. G. Smith
Construction Engineer

NGS:AR

cc to: R. H. Baldock ✓

FORM 2-8-1 2M 10-38

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF E. A. COLLIER, DIVISION ENGINEER
8200 S. E. MCLOUGHLIN
PORTLAND, OREGON

February 2, 1939

RECEIVED
FEB [illegible] 1939
OFFICE OF [illegible]
CONST[illegible]

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

[illegible]
Project?
Municipal

Attention: H. G. Smith

Dear Sir:

Herewith sketch map and short profiles showing a suggested pedestrian subway at 11th Street in Oregon City to accommodate fishermen. This is shown as Section C-C. Mr. Young has also shown a section at 12th Street and at 16th Street.

You will note at 16th Street where we have provided an approach to the west, that there is quite a lot of area for parking of cars and I understand the operators of the boathouse there have arranged with the owners to permit parking of cars. Between 14th Street and 8th Street, there is no opportunity for parking on or off the highway on the west side of the center line. From 8th Street to 5th Street there is opportunity for parking one lane on the west side.

The steps under the viaduct at 8th Street are near the center of town and will provide the best access to the river and this cove, if filled with suitable floats, could provide for several hundred row boats. It is my understanding that the state highway has acquired title to all property west of the highway from 10th Street to the alley between 14th and 15th and expect to acquire frontage from 10th to 5th. The houseboats along this section belong to squatters and about a year ago they were ordered by the department to move their houseboats away from this section. One of the most pleasing views of the upper river and bridge will be obtained from the new highway between 15th and 12th Streets and the presence of these privately owned houseboats and moorages will detract materially from that view. I doubt if these people are paying any taxes and they have acquired no rights.

The suggested pedestrian underpass at 11th Street is entirely feasible from an engineer's viewpoint. The entrance would be down seven steps from the existing 11th Street grade. A six foot by seven foot underpass would have a barrel seventy-nine feet long, and we roughly estimate the cost as follows:

Excavation	10 Cu. Yds.	@ $2.00	$ 20.00
Class A Concrete	70 Cu. Yds.	@ $20.00	1400.00
Re-inforcing Steel	12,000 Pounds	@ $ .06	720.00
Pipe Hand-rail	15 Lin. Ft.	@ 2.50	37.50
			$2177.50
10% for Engineering and Contingencies			222.50
			$2400.00

February 2, 1939

Attention: H. G. Smith

This does not include steps or railings down the outside of the fill through an elevation of fifty feet, nor lights for the pedestrian tunnel. These two items would probably run $1,000 more.

The Bridge Department will be able with these cross-sections to give you better figures on the quantity of concrete and steel and unit costs to be expected.

I understand the Planning Commission told the Highway Commission the city would construct and maintain the moorage which was to be built opposite 11th Street. It would appear to me the Commission could look at the placing of such a moorage in a much different light than permitting present privately owned boathouses to remain. If they were permitted to remain in this position, how could the Commission prevent additional men who want to tie up their boathouses and operate moorages from further encumbering the bank with them?

To preserve the foreground of this beautiful view up the river, I recommend houseboats and moorages be cleared out from 14th to 10th Streets. This procedure also eliminates the necessity for the pedestrian subway at 11th. I would think there would be ample room for row boat moorages from Abernethy to 14th and from 10th to the falls.

If further information is desired, please advise.

Very truly yours,

E. A. COLLIER
DIVISION ENGINEER

EAC:DP
Encl.
cc: R. H. Baldock

[illegible] 2-A-1 .6M 9-38

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

RECEIVED
DEC 7 1938
FOR FILING

Const
Projects
Municipal

December 5, 1938.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. F. T. Young,
Resident Engineer,
9200 S. E. McLoughlin Blvd.,
Portland, Ore.

NOTED
Asst. State Highway Engineer

Dear Sir:

Plans and special provisions for the Oregon City project should be submitted at your earliest convenience and should be in this office not later than Saturday, December 17th.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
H
CC to
R.H. Baldock
E.A. Collier

CONTRACT# [redacted] 2233

44-4 Bridge over Lang Canyon, 1939
Columbia River Hwy.
#2233

RECEIVED
MAY 31 1940
FOR FILING

44-4

May 31, 1940

Maryland Casualty Company,
Thor. A. Bergstrom, Agent,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 2233, for the construction of a bridge over Long Canyon on the Columbia River Highway in Gilliam County, has been completed by the contractors, Denton & Young, and that final settlement will be made by the State with said contractors for work done under said contract on or after June 10, 1940.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $7,255.84, including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

Dist. by J. McFarland.

#2233

RECEIVED
JUL 20 1940
FOR FILING

Form E-30—Revised

44-4

#2233

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 15, 1940

Subject: Contract 2233
Lang Canyon Bridge

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Sir:

For your information Denten & Young has completed its work on Contract 2233, Lang Canyon Bridge on the Columbia River Highway in Gilliam County, on April 2, 1940.

7 ✓

Will you please secure authority from the Commission to pay the final estimate on this job.

Yours very truly,

G. S. Paxson
Bridge Engineer

By

W. A. Reeves
Bridge Office Engineer

CAG:VM
cc: C. A. Gardner

APPROVED BY HIGHWAY COMMISSION
DATE June 14, 1940
Secretary

L.G. DeSart

44-4
#2233

November 20, 1939

Thor A. Bergstrom, Agent
Maryland Casualty Company
Yeon Building
Portland, Oregon

Dear Sir:

We are sending to you today, by express, a fully executed copy of Contract No. 2233 which was awarded to Denton & Young on October 28, 1939, for construction of a bridge over Lang Canyon on the Columbia River Highway, in Gilliam County.

This is being sent to you inasmuch as you appear surety on the bond and is for your records and files.

Very truly yours,

[illegible]

Secretary

#2233

November 20, 1939

Denton & Young
1619 N. 14th Street
Boise, Idaho

Gentlemen:

We are sending to you today, by express, a fully executed copy of Contract No. 2233 which was awarded to you by the State Highway Commission on October 28, 1939, for construction of a bridge over Long Canyon on the Columbia River Highway, in Gilliam County. This is for your records and files.

Very truly yours,

JM:AM

Secretary

MARYLAND CASUALTY COMPANY
SILLIMAN EVANS, CHAIRMAN OF THE BOARD
EDWARD J. BOND, JR., PRESIDENT

OREGON SERVICE OFFICE
SUITE 813 YEON BUILDING
320 S. W. FIFTH AVENUE, PORTLAND, OREGON
PHONE ATWATER 3351
THOR A. BERGSTROM, MANAGER

RECEIVED
NOV 10 1939
STATE HIGHWAY COMMISSION

November 9, 1939

Mr. H. B. Glaisyer, Secy.
Oregon State Highway Commission
Salem, Oregon

Contractor: Denton & Young
To: Oregon State Highway Commission
Re: Construction of Bridge Lang Canyon,
Gilliam County, Oregon

Dear Sir:

We have for acknowledgement your letter of November 8th.

The four copies of this contract have been properly executed and countersigned as Attorney- in-Fact as well as Resident Agent. We trust they will be found in order in every respect.

Yours very truly,

MARYLAND CASUALTY COMPANY

L. Perret
Thor A. Bergstrom, Mgr.
Oregon Service Office
by: L. Perret

p

P.S. The copies of the contract are being sent your office today by Railway Express.

LP
LP.

cc: Bradley-Sheppard Agency
Boise, Idaho

44 - 4

November 8, 1939

Mr. T. A. Bergstrom, Manager
MARYLAND CASUALTY COMPANY
Yeon Building
Portland, Oregon

Dear Sir:

At the request of the Bradley-Sheppard Agency, Boise, Idaho, we are sending to you by express four copies of the contract between the Oregon State Highway Commission and Denton & Young, for the construction of a bridge over Long Canyon, in Gilliam County, Oregon.

You will note that this contract was originally executed as to bond by the above agency. However, as the bond was not signed by an attorney-in-fact who is of record with the Oregon Insurance Commissioner, nor signed by an authorized resident agent, it could not be accepted. Will you please have all four copies properly executed and return them to this office.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION
By

Secretary

JM:MEL

cc - Bradley-Sheppard Agency
Boise, Idaho

ASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

(45)

SYMBOLS
DL=Day Letter
NL=Night Letter
LC=Deferred Cable
NLT=Cable Night Letter
Ship Radiogram

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

Received at

)PRH7 20 DL=BOISE IDA 8 1004A

SECRETARY OREGON STATE HIGHWAY COMMISSION=

1939 NOV 8 AM 9 52

YOUR LETTER SIXTH DENTEN AND YOUNG RECEIVED PLEASE FORWARD CONTRACTS TO MARYLAND CASUALTY COMPANY YEON BUILDING PORTLAND FOR PROPER ACKNOWLEDGMENT=

BRADLEY SHEPPARD AGENCY.

T. A. Bergstrom.
Yeon Bldg.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

Will you please advise if you desire to have the four copies returned to your office or would you prefer to have them forwarded to some agency in this state who has authority to execute them for the Maryland Casualty Company.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION
By

Secretary

JM:MBL

cc - Denton & Young
1619 N. 14th Street
Boise, Idaho

November 6, 1939

BRADLEY SHEPPARD AGENCY
Boise, Idaho

Gentlemen:

We have this date received from you by express four copies of the Denton & Young contract for the construction of the Long Canyon Bridge on the Columbia River Highway, in Gilliam County.

You are advised that before this bond will be acceptable it will be necessary that each copy be signed by an attorney-in-fact who has power of attorney-in-fact on file with the Oregon insurance commissioner. It is also necessary that each copy of the bond be countersigned by an authorised resident agent.

Will you please advise if you desire to have the four copies returned to your office or would you prefer to have them forwarded to some agency in this state who has authority to execute them for the Maryland Casualty Company.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION
By

Secretary

JM:MBL

cc - Denton & Young
1619 N. 14th Street
Boise, Idaho

RECEIVED
NOV 1 1939
FOR FILING

44-4

November 1, 1939

Denton & Young
1619 North 4th St.
Boise, Idaho

Gentlemen:

We are sending you today, by express, four copies of Contract No. 2233 which was awarded to you on October 26, 1939, by the State Highway Commission, covering the construction of a 75-foot bridge over Lang Canyon on the Columbia River Highway, in Gilliam County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the Highway Commission. When this is done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the provision under Section 7 of the General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Very truly yours,

JM:AM

Secretary

RECEIVED
JUL [illegible] 1940
FOR FILING

44-4

2233

August 22, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

In accord with your request to Mr. Reeves, by telephone, we are enclosing herewith seven copies of estimate to accompany the plans and specifications for the Long Canyon Bridge Project, No. FA 44 (4), which estimate has been revised by changing the item of "Concrete Handrail" to "Metal Handrail", in conformity with the change made in the plans and specifications.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department **Federal Aid Project No. 44 (4)**

LANG CANYON BRIDGE ON THE
COLUMBIA RIVER HIGHWAY IN GILLIAM COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 21, 1939

260	cu. yds.	Structural Excavation	$ 2.00	$ 520.00
10	cu. yds.	Structural Excavation Below Plans	5.00	50.00
160	cu. yds.	Class "A" Concrete	25.00	4,000.00
32,000	lbs.	Metal Reinforcement	.05	1,600.00
156	lin. ft.	Metal Handrail	5.00	780.00
		Subtotal		$6,950.00
		10% Engr. & Cont.		695.00
		Total		$7,645.00

Length .094 mile

Federal Aid Funds- -	$4,590.00
State Funds- -	3,055.00
	$7,645.00

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
AUG 17 1939
[illegible]

August 16, 1939

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

P. S. and E. documents for Oregon Federal Aid Project No. 44 (4), the Lang Canyon Bridge on the Columbia River Highway, have today been recommended for approval. This is your authority to advertise for bids, subject to final review and approval of the plans and specifications by the Commissioner of Public Roads.

A revised project statement sketch map should be submitted showing the revisions of alignment, with the project agreement estimate.

Concurrence in award will be withheld pending approval of the 1940 Federal Aid Program.

Very truly yours,

W H Lynch

W. H. LYNCH,
District Engineer.

August 12, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Long

Herewith are enclosed seven copies of estimate and five copies of right of way statement to accompany plans and specifications for the Lang Canyon Bridge, Project No. FA 44 (4).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department **Federal Aid Project No. 44 (4)**

Long

~~LONG~~ CANYON BRIDGE ON THE

COLUMBIA RIVER HIGHWAY IN GILLIAM COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 12, 1939

260	cu. yds.	Structural Excavation	$ 2.00	$ 520.00
10	cu. yds.	Structural Excavation Below Plans	5.00	50.00
160	cu. yds.	Class "A" Concrete	25.00	4,000.00
32,000	lbs.	Metal Reinforcement	.05	1,600.00
156	lin. ft.	Concrete Handrail Metal	5.00	780.00
			Subtotal	$ 6,950.00
			10% Engr. & Cont.	695.00
			Total	$ 7,645.00

Length .094 mile

Federal Aid Funds- -	$ 4,590.00
State Funds- -	3,055.00
	$ 7,645.00

LONG CANYON BRIDGE

PROJECT NO. FA 44 (4)

While negotiations for right of way are in progress, one parcel has not been secured, but it is now believed that the right of way can be made fully available within 15 days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

August 12, 1939

CONTRACT#2234

44-4 Lang Canyon-Arlington Sec., 1939
Columbia River Hwy.
#2234

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44-4

2234

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Ore.
Aug. 11, 1941.

Subject: Lang Canyon-Arlington

To:

Mr. R. H. Baldock,
Chief Engineer,
Office.

L

NOTED
Highway Engineer

Dear Sir:

Herewith Mr. Williams report on the causes for the unusual number of fat spots on the Lang Canyon-Arlington Section of the Columbia River Highway.

Yours very truly,

H. W. LIBBY,
Acting Construction Engineer.

By Chas E Low
Chas. E. Low,
Construction Office Engineer.

CEL/H

FORM E-90 REVISED 25M 1-41

RECEIVED
AUG 8 - 1941

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
August 7, 1941

Subject: Lang Canyon-Arlington

To: Mr. H. G. Smith
Construction Engineer
State Highway Commission
Salem, Oregon

Dear Sir:

I have made an investigation of fat spots in the bituminous macadam on the Lang Canyon-Arlington Section. I am quite certain that these fat spots are not caused by drippings of oil from the distributor, or from reclaimed oil used to set up the gravel topping materials.

Mr. Bickmore advised that he was aware of the fat spots immediately before the placing of the final seal and he was quite certain of the cause. His contention is that dust and sand in considerable amounts blew into the stockpiled materials. When the aggregates were loaded into trucks, the dust and sandy materials settled to the bottom of the truck during hauling operations and when the materials were dumped into the spreader box, they segregated to the extent that occasionally a particularly dusty spot prevented the proper penetration of the heavy application of asphalt made on the 2½"-1¼" rock course.

My investigation leads me to believe that he is entirely correct in this assumption, as in digging into various spots, I found that the oil apparently worked up from the top of the 2½"-1¼" base course of the bituminous. The application of oil made on this course of rock is 1.05 gallon per square yard and, should only a 75% penetration be obtained, the resulting residue of oil would work to the surface. I found that the base rock was well coated with oil so that I believe sufficient penetration was secured so as not to affect the stability of the bituminous macadam.

The spots are very clearly defined and in most instances they are now very black. I found about ¼ inch of pure asphalt on top of the bituminous macadam in most cases, without any rock intermixed. It is our belief that we can remove all of these black spots by heating and scraping and then resealing with fine aggregate. We will start on this work next week or so and hope to remove the spots before fall. After such work is performed, it is only a few months until the resealed spots blend in with the surface without being particularly noticeable.

FORM E-90 REVISED 20M 1-41

La Grande, Oregon
August 7, 1941

Subject: Lang Canyon-Arlington

To: Mr. H. G. Smith, Construction Engineer

It is not often that such a condition exists wherein sand and dust is blown into stockpiles after the rock is manufactured. On this particular job the aggregates were stockpiled during the winter and early spring and the bituminous macadam was not constructed until late in the summer. During this time there were violent wind storms in that locality and you will remember that our slopes became very badly raveled, necessitating extra work order to remove raveled materials and reshape the slopes. The dust and sand blown penetrated into the heavy rock and apparently formed pockets which were not noticeable enough to be particularly apparent to the inspector or checkers. On the finer grades of material the dust did not penetrate, but plastered on the sides of the stockpiles and could [illegible] be eliminated and ~~not~~ mixed with the materials when deposited on the roadway.

Very truly yours

W. C. WILLIAMS
Division Engineer

WCW:MA

cc

RECEIVED
OCT 11 1940
FOR FILING

44-4

October 10, 1940

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2234, for grading, surfacing, and bituminous macadam surfacing on the Lang Canyon-Arlington Section of the Columbia River Highway, in Gilliam County, has been completed by the contractors, Leonard & Slate and that final settlement will be made by the state with said contractors for work done under said contract on or after October 21, 1940.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above-named contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractors in connection with this contract will be $187,980.39, of which $1,625.46 is for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

DGD:MBL

R.H. Bal

RECEIVED
OCT 15 1940
FOR FILING

44-4

S[illegible]mber 26th, 1940

COST ANALYSIS-FINAL REPORT
Columbia River Highway, Lang Canyon-Arlington Section
Contract 2234 Prefix 11-1105
Leonard & Slate, Contractors
E. G. Bickmore, Resident Engineer

NOTED
State Highway Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$175.00	100%			$250.00
Trench Excavation	489.75	391.8 cu. yd.	1.25	2.00	783.60
Common "	18,583.60	69,292.6 " "	0.27	0.55	38,110.93
Solid Rock "	89,054.23	123,931.9 " "	0.72	0.55	68,162.55
Overhaul	2,140.22	107,011 yd. sta.	0.02	0.01	1,070.11
Truck Haul	20,558.55	109,310 yd. mi.	0.19	0.10	10,931.00
Finishing Roadbed & Slopes	2,375.00	5.63 Miles	422.00	300.00	1,689.00
Rounding Cutbanks	634.00	7,790 lin. ft.	0.08	0.10	779.00
12" Concrete Pipe	108.00	150 " "	0.72	0.75	112.50
18" " "	735.00	525 " "	1.40	1.50	787.50
24" " "	885.60	432 " "	2.05	2.25	972.00
Dry Rubble Masonry	3,081.11	793.3 cu. yd.	3.88	4.00	3,173.20
Hand Placed Rock Slopes	1,281.14	961.3 sq. yd.	1.33	1.00	961.30
Salvaging Surf. Mat'ls.	2,390.50	5,564 cu. yd.	0.43	0.50	2,782.00
Gravel for Subbase	9,046.52	37,963 cu. yd.	0.24	0.20	7,592.60
Hauling Gravel Subbase	9,089.18	71,478.75 yd. mi.	0.13	0.09	6,433.09
*1"-0 Rock in Shldrs.	5,570.99	3,121 cu. yd.	1.79	1.75	5,461.75
Sprinkling	1,350.75	1,209.6 M-Gal.	1.12	1.25	1,512.00
*Preparation of Base	581.40	5.7 Miles	102.00	100.00	570.00
*Min. Agg. in Place	21,202.74	8,661.5 cu. yd.	2.45	2.40	20,787.00
*RC-3 Asphalt in Seal Coat	1,339.96	71.01 Tons	18.87	18.50	1,313.69
*Asphalt in Place	8,682.28	460.11 "	18.87	18.50	8,512.04
*3/4"-½" Cr. Rock in S.P.	821.48	644.3 cu. yd.	1.28	1.25	805.38
*½"-¼" " " " "	421.65	330.7 " "	1.28	1.25	413.38

Lang Canyon-Arlington Section

Item	Cost	Quantity	Unit Bid	Unit Cost	Gross Revenue
*¼"-10 Mesh Cr. Rock in S.P.	$514.21	403.3 cu. yd.	1.28	1.25	$504.13
Hauling Crushed Rock	70.20	689.2 " "	0.10	0.10	68.92
*Screen Rejections	71.60	280.8 " "	0.26	0.25	70.20
PA #1, Salvage Culvert Pipe	64.80	162 lin. ft.		0.40	64.80
PA #2, 18" Corr. Iron Pipe	138.00	92 " "		1.50	138.00
PA #3, Salv. 24" Corr. Iron Pipe	60.00	60 " "		1.00	60.00
PA #3, 72" Corr. Iron Pipe	831.35	59 " "		14.50	855.50
*PA #4, Purch. of 1¼"-3/4" Cr. Rock in Stockpile	124.24	121.8 cu. yd.	1.02	1.00	121.80
*PA #4, Purch. of 3/4"-½" Cr. Rock in Stockpile	27.64	27.1 " "	1.02	1.00	27.10
*PA #4, Purch. of 1"-0" Cr. Rock in Stockpile	562.12	551.1 " "	1.02	1.00	551.10
*PA #4, Purch. of ¼"-0" Cr. Rock in Stockpile	32.74	128.4 " "	0.26	0.25	32.10
*Purch. Asphalt in Bbls.	378.70	22.1 Tons		16.80	371.28
*Purch. RC-3 Road Oil	31.19	1.82 "		16.80	30.58
Force Account	1,625.46				1,625.46
	$205,131.00				$188,487.19

Total Cost	$205,131.00
Gross Revenue	188,487.19
Net Loss	$16,643.81

Net Loss Equals 8.8% of the Gross Revenue

[illegible]ang Canyon-Arlington Section

Detail of Cost

Labor:			
Supervision (Supt. & Timekeeper)		$3,662.50	
Labor		69,306.07	
State Industrial Accident Insurance		4,857.15	
Social Security & Unemployment Insurance		2,964.50	
			$80,790.22
Materials:			
12" Concrete Pipe	150 lin. ft. at $0.51	$76.50	
18" " "	525 " " " 1.15	603.75	
24" " "	432 " " " 1.66	717.12	
18" Corr. Iron Pipe	92 " " " 1.07	98.44	
18" " " " Bands	2 each " 1.57	3.14	
72" " " " & Bands		686.85	
			2,185.80
Equipment Rental, Supplies & Miscellaneous:			
Equipment Rental and Repairs		$41,670.00	
Truck Hire		4,803.12	
Gas, Oil and Grease		13,129.79	
Explosives		7,170.76	
Western Union Charges		899.89	
Union Pacific R.R. Charges		983.10	
Drilling and Blasting Supplies		3,168.84	
Small Tools, Supplies & Misc.		4,980.14	
Overhead Expense		1,939.15	
Bonds		1,884.87	
Home Office - 1% of Gross Revenue		1,884.87	
			82,514.53
Sub-Contract - Norris Bros.:			
1"-0" Rock in Shoulders	3,121 cu. yd. at $1.75	$5,461.75	
Min. Aggregate in Place	8,661.5 " " " 2.40	20,787.00	
Preparation of Base	5.7 Mile at 100.00	570.00	
RC-3 Asphalt in Seal Coat	71.01 Tons at 18.50	1,313.69	
Asphalt in Place	460.11 " " 18.50	8,512.04	
3/4"-½" Cr. Rock in S.P.	644.3 cu. yd. at 1.25	805.38	
½"-¼" " " " "	330.7 " " " 1.25	413.38	
¼"-10 Mesh Cr. Rock in S.P.	403.3 " " " 1.25	504.13	
Hauling Crushed Rock	689.2 yd. mi. " 0.10	68.92	
Screen Rejections	280.8 cu. yd. " 0.25	70.20	
PA #4:			
Purch. 1¼"-3/4" Cr. Rock in S.P.	121.8 cu. yd. " 1.00	121.80	
" 3/4"-½" " "	27.1 " " " 1.00	27.10	
" 1"-0" " "	551.1 " " " 1.00	551.10	
" ¼"-0" " "	128.4 " " " 0.25	32.10	
" Asphalt in Bbls.	22.1 Tons " 16.80	371.28	
" RC-3 Road Oil	1.82 " " 16.80	30.58	
			39,640.45
			$205,131.00

REMARKS:

This contract consisted of the grading, of construction of gravel subbase and the application of bituminous macadam wearing surface (Type B-11 Modified), on 5.63 miles of roadway. It was bid September 28th, 1939; work was started October 30th, and completed on August 20th, 1940.

For the excavation work the contractor moved in two shovels (1-1¼ cu. yd. and 1-1½ cu. yd.), 3-5½ cu. yd. Koehring dumptors, 1-7 cu. yd. Ford equipped with Thornton four wheel rear end drive, 3 compressors (1-320 diesel, 1-210 diesel and 1-210 gas), 3-RD 8 cats, 2 dozers and 1-12 cu. yd. carryall. Grading was started November 1st, and continued uninterrupted throughout the winter and spring months, and was completed June 29th.

Nearly all of the solid excavation was located adjacent to the railroad tracks and the telegraph and telephone lines. This necessitated that great caution be exercised in the blasting operations. The drilling and blasting costs, which amounted to about 31 cents per cu. yd. of solid excavation, were not overly high considering the handicap.

The common was moved with both shovels and scrapers. The large amount of traffic, however, made the quantity of material that could be moved with scrapers inconsequential.

The practice on this job was to work each of the two shovels independently of each other, making it necessary to keep two sets of traffic controls, dozer units and dumpmen. Since traffic kept the shovel production quite low, this duplication of crews caused an increase in costs. By working the shovels closely together and hauling to a common fill, the contractor might have been enabled to cut the costs somewhat.

The gravel subbase was obtained from two sources, both of which contained some oversize. At first an attempt was made to eliminate some of the oversize at the source, by having trucks on each side of the shovel. During alternate swings of bucket, a couple of men would hurriedly throw out the larger sizes. This resulted in a longer than usual waiting period for loading. Most of the oversize material, however, was handpicked from the grade into trucks and subsequently wasted.

As the roadbed finishing operations were not worked continuously from one end of the section to the other, but piecemeal with a strip here and a strip there, the trucks hauling the gravel were sometimes forced to travel on rough and untopped graded sections which consequently increased cost.

The work on the dry rubble masonry and the hand placed rock slopes items was performed by labor that was none too experienced.

A cat and LeTourneau scraper was used to pick up and stockpile the salvaged surface materials. Later the same equipment picked it up and spread it on the road.

The crushing and oiling work was sublet to Norris Bros.

Lang Canyon-Arlington Cost Analysis.

The high costs on this job were due primarily to heavy traffic and to the close proximity of the solid excavation to the railroad track and to the wires of the telephone and telegraph lines.

E. H. Clymer
Cost Analyst

By . . Henry Jullum

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SEP 13 1940
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44-4

September 12, 1940

Great American Indemnity Company
Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Leonard & Slate on Contract No. 2234, Long Canyon-Arlington Section of the Columbia River Highway, in Gilliam County. This payment will be made on or after September 23, 1940.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

44-4

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1
FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

~~Stencil No.~~ 3
IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
SEP 25 1940
FOR FILING

September 7, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon Federal Aid Project No. FAP 44 (4), Lang Canyon - Arlington Section of the Columbia River Highway, was made by a representative of this office on August 26, 1940. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Sr. Highway Engineer

Ron

NO
VAN SCOY

6

Form E-1—5M—9-39

14-4

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 31, 1940, 19

Section Lang Canyon-Arlington

Kind of work Grading Surfacing & Bit. Mac.

Highway Columbia River

Section prefix 11-1105

Contractor Leonard & Slate

Contract number 2234

Date of contract Oct 28-40, 19

Date of completion August 31- 40, 19

Date work started Oct. 30-40, 19

Estimated date of completion Aug 20, 1940, 19

Amount of contract $ 182,165.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 192,530

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $, %

Date project was completed Aug 20, 1940, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The work on the project was completed by the contractor on August the 20th and the task begun immeadiately by the engineering crew to complete and assemble the records pertaining to the final estimate. This work is now completed and the records sent in for checking through the regular channels.

Two members of the crew, Owen Seaman and Earl Valade are now on vacation. and two others, Earl Calkins and Mac Harford will begin their vacation the first of next week.

Some work has been done in connection with the survey work on the project from Blalock to Lang Canyon, the centerline has been retraced, the levels rerun and cross sectioning started.

NOTED
RAY WEBBER

Signed E. G. Bickmore

Address Arlington Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

NOTED
VAN SCOY

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed	[illegible]				
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ...., Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Hot		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
AUG 13 1940

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

FOR FILING

RECEIVED
[illegible] - 1940
STATE [illegible]

FA 44-4

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE No.

Oregon FAP 44 (4)
Lang Canyon-Arlington Sec.
Columbia River Highway

July 1, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

wa4pr-5792

Form P. R. 2

State Oregon

Federal Aid Project No. 44 (4)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 24th day of May, 1940

by and between The Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 24 day of March, 1940, a project statement, which was approved on the 6th day of April, 1940, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for [redacted] said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 16 day of August 19[illegible]; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of one hundred twenty-three thousand, nine hundred and 00/100 dollars ($123,900.00) as the share of the United States payable under said act on account of [redacted] said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11870

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, laws 1917; Chap. 31, laws 1920; (Include date and citation of act of legislature by which authorized) Chap. 529, laws 1939.

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 141+50 in Lot 2, Sec. 28, T. 3 N., R. 20 E., and survey station 438+92.0 = (446+52.0 of original project), in the S.W. 1/4 of Sec. 21, T. 3 N., R. 21 E., W.M., in the town of Arlington, length 5.634 miles, in Gilliam County, being Oregon Federal Aid project No. 44(4), consisting of 5.620 miles of roadway and 1 bridge of more than 20 feet clear span, 0.014 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

16—11379

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of xxxxxxxxxxxxx said project shall not in any event exceed the sum of one hundred twenty-three thousand, nine hundred and 00/100 dollars ($123,900.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of two hundred six thousand, four hundred eighty-seven and 05/100 dollars ($206,487.05), the approved total estimated cost of xxxxxxxxxxxxx said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chap. 529, laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of JUN 18 1940, 19___

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
______
(Title of officer)

By ______
______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11379

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. 44 (4) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 206,487.05 as the total estimated cost of said project, and the sum of $ 125,900.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of JUN 18 1940

one thousand nine hundred and ______

Federal Works Administrator,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10120

44-4

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
MAY 21

RECEIVED
SEP 11 1940
FOR FILING

May 20, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon FAP 44 (4)
Lang Canyon-Arlington Section
Columbia River Highway

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications.

Since the project is to be financed with 1939 Federal Aid funds which will lapse if the agreement is not completely executed by June 30, 1940, please do not delay.

Very truly yours,

W. H. LYNCH
District Engineer

By Caufield
E. J. Caufield
Sr. Highway Engineer

Encls.

RECEIVED
APR 16 1940
FOR FILING

44-9

April 15, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are sending, under seperate cover, three copies of easement agreement dated April 15, 1919, covering encroachments on the railroad right of way by the Blalock-Arlington Section, Project No. FA 44 (1).

These copies were requested in your letter of March 21, 1940.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

MAR 22

March 21, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to easement agreement, dated October 10, 1939, forwarded with your letter of March 19, 1940, for the Lang Canyon-Arlington Section of the Columbia River Highway, Oregon Federal Aid Project 44 (4).

The plans show an additional encroachment between stations 410 and 432, apparently dating back to the time of the original Federal Aid Project, for which we have no record in our files.

Please furnish us copies of this easement in order that we may be in a position to take action on the agreement estimate.

Very truly yours,

W. H. LYNCH,
District Engineer

By
F. E. Andrews,
Senior Highway Engineer

RECEIVED
APR 11 1940
FOR FILING

44-4

April 10, 1940

Mr. S. Murray
Resident Engineer
Union Pacific Railroad Company
Portland, Oregon

Dear Sir:

I have noted your letter of April 4, in which you say that the Maintenance of Way and Operating officers have criticized the design of certain rock barrier walls which are being constructed at your request and as a part of our encroachment agreement between Arlington and Lang Canyon. These walls were insisted upon and their location selected in the field by your department, and consequently, were called for in our contract.

The walls are being built solely as a precautionary measure to catch such rocks or debris as might inadvertently be crowded from the shoulder of the roadbed, or stones loosened by the wind. I believe that your operating officials have confused these barrier walls with retaining walls designed to hold the highway fill. I think there can be no criticism of the location of those barrier walls which are built at the level of the track, as it is quite apparent that they are designed to catch debris rolling down the slopes, but one or two of the walls are placed on benches at a considerably higher elevation than the track. These walls seem to be higher than really necessary for the purpose, but without doubt they will afford some protection, and I do not see that they will do any harm.

Permit me to suggest that Mr. H. G. Smith discuss the work with you on the ground in the near future.

I am enclosing the blue prints pertaining to the encroachment agreement and also our grading plans.

Very truly yours,

R. H. Baldock
State Highway Engineer

R

Form 9010

UNION PACIFIC RAILROAD COMPANY

OPERATING DEPARTMENT

S. MURRAY,
RESIDENT ENGINEER

PORTLAND, OREGON

April 4,1940

REFERRED TO RHB
By Asst. State Highway Engineer

REC[illegible] 1940

Mr.R.H.Baldock,
State Highway Engineer,
Salem,Oregon

Dear Sir:

Our Maintenance of Way and Operating officers have criticized and called to my attention that rock retaining walls and hand placed riprap being constructed by your forces just west of Arlington and above the level of our tracks,in connection with reconstruction of the Columbia River Highway between Lang Canyon and Arlington,are quite poorly constructed as compared with such construction when the highway was originally built and which are now in existence in this vicinity; they are apprehensive that wet weather and frost conditions will permit the materials to come down upon the railroad track.

This work,I believe, is on or partly upon railroad right of way previously granted to the State by easement,for construction of highway. It was our understanding in discussing highway plans in this vicinity that the present highway was simply to be widened toward the hillside and I believe we have received no information or plans as to construction of retaining walls.

Will you however please investigate this matter and advise whether you can construct such retaining walls and riprap on these steep hillsides in a more stable manner similar to the original construction, to insure against the possibility of rocks becoming loosened in the future and rolling down upon the tracks.

If you have any plans of these rock retaining walls and riprap,showing location and general type of construction,I would be pleased to have a copy.

Will you kindly investigate and advise.

Yours very truly,

S MURRAY

CC Mr.W.C.Williams,
District Highway Engr,
La Grande,Oregon
Mr.M.C.Williams,Supt

RECEIVED
APR 11 1940
FOR FILING

44-4

April 9, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Reference is made to the inquiry contained in your letter of April 8, 1940, concerning the cost of the 72" culvert proposed to be constructed on the Long Canyon-Arlington Section, Project No. 44 (4), under Price Agreement No. 3, as compared to the cost of an equivalent concrete box culvert.

The estimated cost of the concrete box culvert per lineal foot is as follows:

Concrete	0.63 c.y. at $22.00	$13.86
Metal Reinforcement	110 lbs. at 0.05	5.50
		$19.36

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/MR

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

April 8, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Probert's letter of April 6, 1940, enclosing copies of Price Agreement No. 3 dated March 28, 1940, covering the furnishing and installing of 72" pipe on Oregon Federal Aid Project No. 44 (4), the Lang Canyon-Arlington section.

We have not received the comparative estimate for this proposed work, and your attention is called to the fact that for a number of years this Administration has required that all pipe culverts greater than 60" in diameter must be justified and comparative estimates submitted. Before we can recommend this price agreement for approval, it will be necessary that such comparative estimate be furnished, and also we should have some assurance that the work has not been started, for as you know, to be effective, approval must be given prior to the starting of the work.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

44-4

March 19, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

In accord with the request contained in your letter of March 7, 1940, we are sending, under separate cover, three copies each of the agreements with the Union Pacific Company concerning encroachments on the railroad right of way by the Lang Canyon-Arlington Section, Project No. FA 44 (4) and the Warren Creek Section, Project No. FA 174-E (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

March 7, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of March 4, 1940, concerning submission of copies of railroad right-of-way easement for Oregon F.A.P. 44 (4), Lang Canyon Section of the Columbia River Highway.

The same situation exists on F.A.P. 174-E (1), the Warren Creek Section of the Columbia River Highway, for which you notified us September 8, 1939, that all required right-of-way, including encroachments on railway property, had been acquired.

We will also hold the proposed project agreement estimate for F.A.P. 174-E (1), received with your letter of February 26, 1940, until we hear further from you.

Very truly yours,

W H Lynch

W. H. LYNCH,
District Engineer

[illegible]

FEB 2

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 21st, 1940

44-4

Subject: Blalock-Arlington Section

To: Mr. W. C. Williams
Division Engineer
State Highway Department
La Grande, Oregon

NOTED
C. B. McCullough

Dear Sir:

You have my approval to install culverts under the tracks of the Union Pacific System between Blalock and Arlington, the pipes to be purchased by state force order and the installation to be done by the railroad section forces and repayment made by the State.

This is in compliance with our agreement with the Union Pacific System to carry our drainage through their tracks in a manner satisfactory to them.

Very truly yours,

H G Smith

H. G. Smith
Construction Engineer

HGS:AR

cc to: C. B. McCullough
S. Murray

RECEIVED
FOR FI

FA 44-4

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 6th, 1940

Subject: Drainage on Lang Canyon-
Arlington Section.

To: Mr. C. B. McCullough
Assistant State Highway Engineer
Office

Dear Sir:

In answer to Record of Assignment #633, I am advised by Mr. Williams that arrangements are being perfected with the Roadmaster to take care of the situation mentioned in Mr. Murray's letter of December 12th, 1939.

Very truly yours,

HGSmith
H. G. Smith
Construction Engineer

HGS:AR

NOTED

C O P Y

Arlington, Nov.29,1939

Mr.L.W.Althof - Portland

Following is location of culverts installed under relocation of State Highway between MP 133 - MP 136 that we need direct drainage culvert pipes under main track or ditching done to avoid high water trouble at some time when snow goes off or heavy rains occur:

18 inch concrete culvert 234 ft east of MP 133 No opening under main track and should have one.

18 inch concrete culvert 1215 ft east of Mp 133. No opening under main track and water from this culvert runs into small cut along main track ' Should have opening main track and 250 ft ditch on north side of track leading to river.

18 inch concrete culvert 234 ft west of Signal 133.6. 40 ft west of this culvert there is a 36" galv iron pipe under main track. This place can be taken care of by digging a short ditch.

18 inch concrete culvert 20 ft east of Signal 135-8. No opening under main track. 6x6 concrete box opening under main track 585 ft west of this culvert should have opening main track at this place.

24 inch concrete culvert east of Signal 135-8,6x6 concrete box opening under main track 40 ft west of this culvert. Short ditch and small amount of rip rap will take care of this place.

B F Hamlin

Form 8010
7-37-5,000

UNION PACIFIC RAILROAD COMPANY

OPERATING DEPARTMENT

S. MURRAY,
RESIDENT ENGINEER

PORTLAND, OREGON

DEC 13 1939

December 12,1939

Mr.R.H.Baldock,
State Highway Engineer,
Salem, Oregon

Dear Sir:

Our Maintenance of Way Department calls attention to 5 locations on the Lang Canyon-Arlington Section of the Columbia River Highway,now being reconstructed where drainage from the highway has apparently not been taken care of adequately for our protection.

I am attaching copy of our Roadmaster Hamlin's letter of November 29th listing these locations,with his views as to what should be done.

Will you please investigate and advise as to each location,giving Highway station numbers.

Yours truly,

S MURRAY

S Murray

RECEIVED
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44-4

2234

February 3, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Long Canyon-Arlington Section, Project No. FA 44 (4).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department | Federal Aid Project No. 44 (4)

LANE CANYON-ARLINGTON SECTION

OF THE COLUMBIA RIVER HIGHWAY IN GILLIAM COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 3, 1940

Roadway (Outside City) (Sta. 141+50 to 424+62)

All Required		Clearing and Grubbing	$ - -	$ 238.00
95	cu. yds.	Trench Excavation	2.00	190.00
29,900	cu. yds.	Common Excavation	.55	16,445.00
140,000	cu. yds.	Solid Rock Excavation	.55	77,000.00
134,000	yd. sta.	Overhaul	.01	1,340.00
79,000	yd. mi.	Truck Haul	.10	7,900.00
5.36	miles	Finishing Roadbed and Slopes	300.00	1,608.00
10,000	lin. ft.	Rounding Cutbanks	.10	1,000.00
530	lin. ft.	12" Concrete Pipe	.75	397.50
660	lin. ft.	18" Concrete Pipe	1.50	990.00
270	lin. ft.	24" Concrete Pipe	2.25	607.50
1,100	cu. yds.	Dry Rubble Masonry	4.00	4,400.00
1,100	sq. yds.	Hand-placed Rock Slopes	1.00	1,100.00
4,750	cu. yds.	Salvaged Surfacing Materials	.50	2,375.00
38,000	cu. yds.	Gravel Subbase	.20	7,600.00
72,000	yd. mi.	Hauling Gravel Subbase	.09	6,480.00
2,800	cu. yds.	1" - 0" Rock in Shoulders	1.75	4,900.00
660	cu. yds.	1" - 0" Rock in Binder Course	2.20	1,452.00
950	cu. yds.	Filler	.30	285.00
950	yd. mi.	Hauling Filler	.15	142.50
570	M-gal.	Sprinkling	1.25	712.50
5.4	miles	Preparation of Base	100.00	540.00
8,930	cu. yds.	Mineral Aggregate in Place	2.40	21,432.00
124	tons	RC-3 Asphalt in Binder Course	18.50	2,294.00
70	tons	Emulsified or RC-3 Asphalt in Seal Coat	18.50	1,295.00
464	tons	Asphalt in Place	18.50	8,584.00
			Subtotal	$ 171,308.00
			10% Engr. & Cont.	17,130.80
			Total	$ 188,438.80

Length of Roadway 5.269 miles
Cost per mile $ 35,763.67

Roadway (Inside City) (Sta. 424+62 to 438+92)

All Required		Clearing and Grubbing	[illegible]	$ 12.00
5	cu. yds.	Trench Excavation	2.00	10.00
100	cu. yds.	Common Excavation	.55	55.00
10,000	cu. yds.	Solid Rock Excavation	.55	5,500.00
1,000	yd. sta.	Overhaul	.01	10.00
1,000	yd. mi.	Truck Haul	.10	100.00
0.27	mile	Finishing Roadbed and Slopes	300.00	81.00
30	lin. ft.	12" Concrete Pipe	.75	22.50
250	cu. yds.	Salvaging Surfacing Materials	.50	125.00
2,000	cu. yds.	Gravel Subbase	.20	400.00
3,000	yd. mi.	Hauling Gravel Subbase	.09	270.00
200	cu. yds.	1" - 0" Rock in Shoulders	1.75	350.00
40	cu. yds.	1" - 0" Rock in Binder Course	2.20	88.00
50	cu. yds.	Filler	.30	15.00
50	yd. mi.	Hauling Filler	.15	7.50
30	M-gal.	Sprinkling	1.25	37.50
0.3	mile	Preparation of Base	100.00	30.00
470	cu. yds.	Mineral Aggregate in Place	2.40	1,128.00
6	tons	RC-3 Asphalt in Binder Course	18.50	111.00
4	tons	Emulsified or RC-3 Asphalt in Seal Coat	18.50	74.00
26	tons	Asphalt in Place	18.50	481.00
			Subtotal	$ 8,907.50
			10% Engr. & Cont.	890.75
			Total	$ 9,798.25

Length of Roadway 0.271 mile
Cost per mile $ 36,155.90

Long Canyon Bridge

260	cu. yds.	Structural Excavation	$ 4.00	$ 1,040.00
10	cu. yds.	Structural Excavation Below Plans	8.00	80.00
160	cu. yds.	Class "A" Concrete	24.00	3,840.00
32,000	lbs.	Metal Reinforcement	.055	1,760.00
156	lin. ft.	Metal Handrail	5.00	780.00
			Subtotal	$ 7,500.00
			10% Engr. & Cont.	750.00
			Total	$ 8,250.00

Length 0.094 mile

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Roadway (Outside City)	$ 188,438.80	$ 113,071.00	$ 75,367.80
Roadway (Inside City)	9,798.25	5,879.00	3,919.25
Bridge	8,250.00	4,950.00	3,300.00
	$ 206,487.05	$ 123,900.00	$ 82,587.05

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939

State Funds for Maintenance: Chap. 529, Laws 1939

RECEIVED
DEC 14 1939
FOR FILING

44-4

December 13, 1939

Mr. Sam Murray
Resident Engineer
Union Pacific Railroad Company
Portland, Oregon

Dear Sir:

Receipt is acknowledged of your communication of December 12, in which you call our attention to five locations on the Long Canyon-Arlington Section of the Columbia River Highway where drainage from the highway has apparently not been taken care of adequately for your protection.

We thank you for calling this matter to our attention. Your letter, together with enclosure, is being referred to Mr. H. G. Smith, our Construction Engineer, for his immediate attention. After we receive a report from Mr. Smith's office we will communicate with you further.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

cc Mr. H. G. Smith

FA 44

FANE-4

November 22, 1939

Western Union Company
314 N. W. Glisan St.
Portland, Oregon

Attention: L. M. Stephens

Gentlemen:

This letter is your authority to perform, at our expense, such moving of your telegraph lines between Arlington and Long Canyon as is made necessary by the reconstruction work on the Columbia River Highway which is now in progress under our contract with contractors Leonard & Slate of Multnomah, Oregon.

It is understood, of course, that the moving will be performed in as efficient and economical a manner as possible; that replacements with new materials will not be charged to us except as the replacements are made necessary by the moving, and that replacements charged to us will be made "in kind" with proper credits for salvaged materials.

It is to be understood, also, that we are not to be charged with any expense incurred in the protecting of your lines (as distinguished from the moving of the lines) against the operations of the contractor, or in the repairing of damage resulting from the operations of the contractor. Expense of that kind should be billed directly to the contractor in accordance with the agreement which your Company and the Union Pacific Railroad Company has with the contractor.

Where difficulties are involved in distinguishing between work chargeable to us and work chargeable to the contractor, the matters involved should be discussed with our field engineers, W. C. Williams at La Grande and V. H. Coffey at Arlington.

Billings should be made in quadruplicate and the bills submitted to the Oregon State Highway Commission, Salem, Oregon.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc H. G. Smith
W. C. Williams
V. H. Coffey, Arlington

LEP

Form E-30—Revised—25M—8-39

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
Nov. 21, 1939

Subject: Service Agreement with Western Union
for lines near Arlington

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

A representative of the Western Union Telegraph Company phoned me today and asked for a letter or service agreement, authorizing them to change their lines west of Arlington and giving directions as to who should be billed for the work.

I understand the work has been performed. I told them I would write to you. They would like to have the letter, if that is in order, at your early convenience, mailed c/o L. M. Stephens, Western Union Co., 314 N. W. Glisan, Portland.

Very truly yours,

E. A. Collier
E. A. COLLIER
DIVISION ENGINEER

EAC:DP

U. H. Coffey
Arlington

NOV 22 1939

FORM-8-A-1 5M 4-38

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
HURON W. CLOUGH, CANYONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

C. B. McCULLOUGH
ASSISTANT HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

FA 44-4

November 21, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Attention: Mr. T. M. Davis

Dear Sir:

I am enclosing herewith three copies of resolution relative to encroachments and traffic for Project FA 44 (4), executed by the city authorities of Arlington, for that part of the Long Canyon-Arlington project located within the city limits of Arlington.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Asst. Office Engineer

OC:MK

Encl.

44-4
#2234

November 10, 1939

LEONARD & SLATE
Multnomah, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2234, which was awarded you on October 28, 1939, by the State Highway Commission, covering the grading, surfacing, and construction of bituminous macadam on the Lang Canyon-Arlington Section of the Columbia River Highway, in Gilliam County.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

4½-4

October 31, 1939

Leonard & Slate

Multnomah, Oregon

Gentlemen:

We are sending you today, by express, four copies of Contract No. 2234 which was awarded to you on October 28, 1939, by the State Highway Commission, covering 5.63 miles grading, surfacing and bituminous macadam on the Long Canyon-Arlington Section of the Columbia River Highway, in Gilliam County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the Highway Commission. When this is done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the provision under Section 5 of the General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the mimeographed page immediately following page 29 of the Special Privisions, relating to the payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

Secretary

MBG:AM

1

RECEIVED
FEB 23 1940
FOR [illegible]

44-4

October 28, 1939

Leonard and Slate,
Multnomah, Oregon

Gentlemen:

Confirming my wire to you of this date the State Highway Commission awarded to you today the contract covering construction of the Long Canyon-Arlington Section of the Columbia River Highway, in Gilliam County. This award is based upon the low bid submitted by you on September 28, 1939, in the amount of $182,165.50.

Contract forms will be sent to you in a few days for execution.

Yours very truly,

Secretary

HBG:MG

encl.

M

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☒	ORDINARY	☐
DAY LETTER	☐	URGENT RATE	☐
SERIAL	☐	DEFERRED	☐
NIGHT LETTER	☐	NIGHT LETTER	☐
SPECIAL SERVICE	☐	SHIP RADIOGRAM	☐

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

COPY OF
WESTERN UNION TELEGRAM

SALEM OREGON
OCTOBER 28, 1939

LEONARD AND SLATE
MULTNOMAH, OREGON

STATE HIGHWAY COMMISSION AWARDED TO YOU TODAY CONTRACT COVERING CONSTRUCTION OF LANG CANYON-ARLINGTON SECTION OF COLUMBIA RIVER HIGHWAY BASED ON BID SUBMITTED BY YOU SEPTEMBER 28. CONTRACT FORMS FOLLOW

H. B. GLAISYER, SECRETARY
STATE HIGHWAY COMMISSION

[illegible]

Yours very truly,

HBG:MC

Secretary

encl.

M

7

44.-4

R[illegible] FEB 23 [illegible]
FOR [illegible]

October 28, 1939

Denton & Young,
1619 North 14th St.,
Boise, Idaho

Gentlemen:

Confirming my wire to you of this date, the State Highway Commission awarded to you today the contract covering construction of a concrete bridge over Lang Canyon, 5 miles west of Arlington, on the Columbia River Highway in Gilliam County. This award is based upon your low bid submitted on September 1, 1939, in the amount of $7,500. Contract forms will be sent to you in a few days for execution.

This award is made to you pursuant to your letter of October 3, 1939, in which you signified your willingness to accept this contract notwithstanding the delay in making the award.

Yours very truly,

HBG:MC

Secretary

encl.

M

DARD TIME INDICATED

THIS IS A FULL RATE TELE
GRAM OR RADIOGRAM UNL OTHERWISE

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☒	ORDINARY	☐
DAY LETTER	☐	URGENT RATE	☐
SERIAL	☐	DEFERRED	☐
NIGHT LETTER	☐	NIGHT LETTER	☐
SPECIAL SERVICE	☐	SHIP RADIOGRAM	☐

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

COPY OF
WESTERN UNION TELEGRAM

SALEM, OREGON, OCTOBER 28, 1939

DENTON & YOUNG,
1619 NORTH 14th ST.
BOISE, IDAHO

HIGHWAY COMMISSION AWARDED TO YOU TODAY CONTRACT COVERING CONSTRUCTION OF BRIDGE OVER LANG CANYON ON COLUMBIA RIVER HIGHWAY BASED ON BID SUBMITTED BY YOU SEPTEMBER FIRST. CONTRACT FORMS FOLLOW

H. B. GLAISYER, SECRETARY
STATE HIGHWAY COMMISSION

ALL RIGHTS OF WAY MATTERS HAVING BEEN SETTLED, WE PROPOSE TO AWARD CONTRACTS TODAY AS FOLLOWS: LANG CANYON BRIDGE TO DENTON & YOUNG OF NAMPA, IDAHO AND LANG CANYON ARLINGTON GRADING AND BITUMINOUS MACADAM TO LEONARD & SLATE OF MULTNOMAH, OREGON. MAY WE HAVE YOUR CONCURRENCE?

R. H. BALDOCK

DARD TIME INDICATED
CEIVED AT

TELEPHONE YOUR TELEGRAMS TO POSTAL TELEGRAPH

Postal Telegraph

Mackay Radio — All America Cables
Commercial Cables — Canadian Pacific Telegraph

THIS IS A FULL RATE TELE GRAM OR RADIOGRAM UNL OTHERWISE INDICATED BY SYMBOL IN THE PREAMBLE OR IN THE ADDRESS OF THE MESSAGE. SYMBOLS DESIGNATING SERVICE SELECTED ARE OUTLINED IN THE COMPANY'S TARIFFS ON HAND AT EACH OFFICE AND ON FILE WITH REGULATORY AUTHORITIES.

Form 16 Dbl

~~11 R AR~~ 37 / 36 GOVT DL

NX PORTLAND OGN OCT 28TH 10.52 AM 1939

R H BALDOCK
STATE HIGHWAY ENGR
13
SALEM OGN

REURTEL WE HEREBY CONCUR AS OF THIS DATE IN AWARD OF CONTRACTS FOR OREGON FEDERAL AID PROJECT 44 (4) TO LEONARD AND SLATE FOR LANG CANYON ARLINGTON SECTION AND TO DENTEN AND YOUNG FOR LANG CANYON BRIDGE.

ANDREWS.
1103 A

W. H. LYNCH
DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
P. O. BOX 3900
PORTLAND, OREGON

ALL RIGHTS OF WAY MATTERS HAVING BEEN SETTLED, WE PROPOSE TO AWARD CONTRACTS TODAY AS FOLLOWS: LANG CANYON BRIDGE TO DENTON & YOUNG OF NAMPA, IDAHO AND LANG CANYON ARLINGTON GRADING AND BITUMINOUS MACADAM TO LEONARD & SLATE OF MULTNOMAH, OREGON. MAY WE HAVE YOUR CONCURRENCE?

R. H. BALDOCK

Charge to the account of ______________________ $ __________

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER	X	URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	
SPECIAL SERVICE		SHIP RADIOGRAM	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1917-B

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

CHECK	
ACCOUNTING INFORMATION	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
OCTOBER 28, 1939

W. H. LYNCH
DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
P. O. BOX 3900
PORTLAND, OREGON

ALL RIGHTS OF WAY MATTERS HAVING BEEN SETTLED, WE PROPOSE TO AWARD CONTRACTS TODAY AS FOLLOWS: LANG CANYON BRIDGE TO DENTON & YOUNG OF NAMPA, IDAHO AND LANG CANYON ARLINGTON GRADING AND BITUMINOUS MACADAM TO LEONARD & SLATE OF MULTNOMAH, OREGON. MAY WE HAVE YOUR CONCURRENCE?

R. H. BALDOCK

RECEIVED
OCT 30 1939
FOR FILING

7a 44-4

October 28, 1939

Arlington Port Commission
Arlington, Oregon

Attention: Mr. Gus Carlson

Gentlemen:

For your information, wish to advise that the State Highway Commission today awarded to Denton & Young of Boise, Idaho, the contract covering the construction of a bridge over Lang Canyon, on the Columbia River Highway, in Gilliam County. Bids for this project were received by the Commission on September 1, 1939.

2233

The Commission also awarded today the contract covering the 5.63 miles grading, surfacing, and bituminous macadam on the Lang Canyon-Arlington Section of the Columbia River Highway. This was awarded to Leonard & Slate of Multnomah who submitted the low bid for this project on September 28, 1939.

2234

Yours very truly,

HBG:MC

Secretary

74 44-4

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

(03)

SYMBOLS

DL = Day Letter

NL = Night Letter

LC = Deferred Cable

NLT = Cable Night Letter

Ship Radiogram

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

Received at

PRH84 CAK=WA PORTLAND ORG 27 254P

[illegible] 7 PM 3 05

R H BALDOCK=

WIRE 26 OUR PRINCIPALS OMAHA ADVISE AGREEMENT SUBMITTED TO EXECUTIVE COMMITTEE N Y FOR CONSIDERATION AND DECLINE GRANT PERMISSION PROCEED WITHOUT EXECUTIVE APPROVAL WILL KEEP CURRENT AND ADVISE YOU PROMPTLY REGRET EXPIRATION BID BONDS=

:F H KNICKERBOCKER.

Copy made for: Commissioners, Smith, Probert, Paxson, Devers

26 N Y.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	FULL RATE
DAY LETTER	DEFERRED
NIGHT MESSAGE	NIGHT LETTER
NIGHT LETTER ☒	SHIP RADIOGRAM

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

COPY OF WESTERN UNION TELEGRAM

File

SALEM ORE OCT 26 1939

F H KNICKERBOCKER

SUPERINTENDENT UNION PACIFIC RAILROAD CO PORTLAND ORE

VERY ANXIOUS TO AWARD CONTRACTS LANG CANYON ARLINGTON PROJECTS. CONTRACT BID BONDS WILL EXPIRE TOMORROW. CAN ANYTHING BE DONE TO EXPEDITE EXECUTION OF ENCROACHMENT AGREEMENT?

R H BALDOCK

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
HURON W. CLOUGH, CANYONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

RECEIVED
OCT 20 1939
FOR FI

7A 44-4

Salem, Oregon
October 7, 1939

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock
Oregon State Highway Engineer
Hotel John Marshall
Richmond, Virginia

NOTED
State Highway Engineer

Dear Mr. Baldock:

At the suggestion of Mr. H. G. Smith, I am making the following comments in regard to DeSouza's letter of October 5, in regard to the Lang Canyon-Arlington agreement with the Union Pacific Railroad Company.

In the third paragraph of the letter, the project which is referred to as the Lang Canyon Project is the bridge project. The proposal did not call for a bond, but in that case the Railway Company will not require a bond. The third paragraph of the letter may, therefore, be disregarded.

In the fifth paragraph, DeSouza requests that the agreement, after execution, be returned to the Union Pacific Company in Portland. If that is done, the agreement will not bear the signature of the Secretary, or the Commission's seal. I suggest, therefore, that the agreement be returned to Salem instead of to Portland.

Very truly yours,

S. H. Probert

S. H. Probert
Office Engineer

SHP:ME

cc Mr. J. W. DeSouza

RECEIVED
AUG 5 1939
FOR FILING

[illegible]

August 4, 1939

Mr. S. Murray
Resident Engineer of Union Pacific Co.
Pittock Block
Portland, Oregon

Dear Sir:

I wish to open bids on the east portion of the Arlington-Blalock Section about August 31. Revision of the Columbia River Highway in that vicinity requires some additional railroad encroachment plans, profiles, and cross sections, of which were furnished you early last spring. It is my understanding they have been held in abeyance pending inspection by Mr. Finch, General Manager, but I am very anxious to let this job so that the construction work can be done during the winter months when the traffic is lightest. It is also particularly adapted to winter construction and affords considerable relief for unemployment.

I will appreciate it if you will secure immediate action on these encroachments and prepare the necessary contract for our signature.

Yours very truly,

R. H. BALDOCK
State Highway Engineer

AF

SSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

RECEIVED
APR 21 19[illegible]
STATE HIGHWAY COMMISSION

RECEIVED
APR 22 1939
FOR FILING

April 20, 1939

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

NOTED
Asst. State Highway Engineer

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

Replying to your letter of April 12 having reference to feasibility of changing the limits of the proposed project for this year between Blalock and Arlington:

For an estimated cost of $156,000 a project can be constructed from Station 102+45 to Station 335. This project would extend from a point 1.5 miles west to a point 2.9 miles east of Lang Canyon, a total distance of 4.4 miles. This would be a desirable project were it not for the fact that the two mile section between Station 335 and Arlington is a very hazardous portion. It is the narrowest section between Blalock and Arlington and there are two very charp curves on this portion, about 1.5 miles west of Arlington. Furthermore, the cost of this two mile section, from Station 335 to Arlington, would cost about $82,000, which would make a rather small project and would result in three projects between Blalock and Arlington instead of two, in which it should be constructed.

We can not put on a project that would eliminate both Lang Canyon and the next canyon to the west for less than $195,000. A $195,000 project would extend from approximately Stations 59+65 to 216.

I happen to know that Mr. Aldrich is very desirous of constructing that section which is so narrow immediately west of Arlington and if a sum of $217,000 can not be appropriated to construct from Station 138, which is west of Lang Canyon, to Arlington, I believe the project I designated between Station 195 to Arlington is the most desirable, even though it does not eliminate the Lang Canyon Section.

In order that you may study the various proposals, I will list herewith various subdivisions that can be made of the entire project and the cost thereof:

MISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. G. Smith, Construction Engineer
Subject: Various subdivisions and cost of
each of proposed project between
Blalock and Arlington

Page #2

1. Blalock, Station 0+00, to Station 102+45, $126,000.
2. Blalock, Station 0+00, to Station 195+05, $207,000.
3. Station 39+65 to Station 216, $195,000.
4. Station 102+45 to Station 335, $156.000.
5. Station 138 to Arlington, (Station 438+92), $217.000.
6. Station 195 to Arlington, (Station 438+92), $150,000.
7. Station 335 to Arlington, (Station 438+92), $82,000.

Very truly yours

W. C. WILLIAMS
Division Engineer

WCW:MA

cc R.H. Baldock ✓

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

March 3, 1939

IN REPLYING PLEASE
REFER TO FILE NO.

RECEIVED
MAR 6 - 1939
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 7 - 1939
FOR FILING

Correct
Projects
Primary

NOTED
Highway Engineer

Mr. R.H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

In order that I may determine what length of section may be constructed between Blalock and Arlington for the moneys appropriated, please forward to this office profile, including mile summary, and earthwork computation sheets for the entire project.

Very truly yours

W. C. WILLIAMS
Division Engineer

WCW:MA

cc R. H. Baldock

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

RECEIVED
SEP 23 1938
FOR FILING
Const
Projects
Primary

September 20th, 1938

IN REPLY PLEASE
REFER TO FILE NO.

Mr. J. E. Burch
General Plant Engineer
Pacific Telephone & Telegraph
Portland, Oregon

NOTED
State Highway Engineer

Dear Sir:

I am sending you a blue print of the Blalock-Arlington Section which I think will be practically all that can be done with the next allocation. This is all the survey which we have traced. The other hard copy maps are in the office of J. A. Phelps, Locating Engineer at Hermiston.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

Salem, Oregon
September 25, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith five copies each of the following papers in connection with the Lang Canyon-Arlington Section, Project No. FA 44 (4).

1. Special provision page 29, which contains a provision under the heading "Protection of Railways and Telephone, Telegraph and Power Lines."

2. Informational copy of agreement to be entered into with railway and telegraph companies.

3. Letter of transmittal to prospective bidders.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

44-4

UNION PACIFIC RAILROAD COMPANY

OPERATING DEPARTMENT

S. MURRAY,
RESIDENT ENGINEER

PORTLAND, OREGON

RECEIVED
SEP 23 1939
[illegible] COMMISSION

RECEIVED
JAN 4 [illegible]
FOR FILING

September 22,1939

Mr.R.H.Baldock,
State Highway Engineer,
Salem,Oregon

Dear Sir:

It is my understanding that you have asked for bids for reconstruction of the Columbia River Highway between Blalock and Arlington. Will you please send me a copy of proposal,including particularly paragraphs relating to protection of railroad and telegraph facilities and the amount of bond to be required of the contractor in favor of railroad and telegraph companies.

Yours truly,

S MURRAY

Sent
Sept. 25th

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
SEP 13 1939
STATE HIGHWAY COMMISSION

September 12, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 44 (4), the Lang Canyon-Arlington Section of the Columbia River Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

Concurrence in award will be withheld until the rightto occupy and use the right of way is acquired.

Copies of town resolution covering encroachments should be forwarded with the project agreement estimate.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Salem, Oregon
September 6, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and five copies of right of way statement to accompany plans and specifications for the Lang Canyon-Arlington Section, Project No. FA 44 (4).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department Federal Aid Project No. 44 (4)

LANE CANYON-ARLINGTON SECTION

OF THE COLUMBIA RIVER HIGHWAY IN GILLIAM COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 6, 1939

Roadway (Outside City) (Sta. 141+50 to 424+62)

All Required		Clearing and Grubbing	$ - -	$ 950.00
95	cu. yds.	Trench Excavation	1.00	95.00
29,900	cu. yds.	Common Excavation	.20	5,980.00
140,000	cu. yds.	Solid Rock Excavation	.60	84,000.00
134,000	yd. sta.	Overhaul	.01	1,340.00
79,000	yd. mi.	Truck Haul	.11	8,690.00
5.36	miles	Finishing Roadbed and Slopes	300.00	1,608.00
10,000	lin. ft.	Rounding Cutbanks	.07	700.00
530	lin. ft.	12" Concrete Pipe	1.00	530.00
660	lin. ft.	18" Concrete Pipe	2.00	1,320.00
270	lin. ft.	24" Concrete Pipe	3.00	810.00
1,100	cu. yds.	Dry Rubble Masonry	4.00	4,400.00
1,100	sq. yds.	Hand-placed Rock Slopes	1.50	1,650.00
4,750	cu. yds.	Salvaged Surfacing Materials	.75	3,562.50
38,000	cu. yds.	Gravel Subbase	.25	9,500.00
72,000	yd. mi.	Hauling Gravel Subbase	.10	7,200.00
2,800	cu. yds.	1" - 0" Rock in Shoulders	1.40	3,920.00
660	cu. yds.	1" - 0" Rock in Binder Course	1.50	990.00
950	cu. yds.	Filler	.30	285.00
950	yd. mi.	Hauling Filler	.15	142.50
570	M-gal.	Sprinkling	1.50	855.00
5.4	miles	Preparation of Base	100.00	540.00
8,930	cu. yds.	Mineral Aggregate in Place	2.50	22,325.00
124	tons	RC-3 Asphalt in Binder Course	26.00	3,224.00
70	tons	Emulsified or RC-3 Asphalt in Seal Coat	26.00	1,820.00
464	tons	Asphalt in Place	26.00	12,064.00
			Subtotal	$ 178,101.00
			10% Engr. & Cont.	17,810.10
			Total	$ 195,911.10

Length of Roadway 5.269 miles
Cost per mile $ 37,181.83

Roadway (Inside City) (Sta. 424+62 to 438+92)

All Required		Clearing and Grubbing	$ - -	$ 50.00
5	cu. yds.	Trench Excavation	1.00	5.00
100	cu. yds.	Common Excavation	.20	20.00
10,000	cu. yds.	Solid Rock Excavation	.60	6,000.00
1,000	yd. sta.	Overhaul	.01	10.00
1,000	yd. mi.	Truck Haul	.11	110.00
0.27	mile	Finishing Roadbed and Slopes	300.00	81.00
30	lin. ft.	12" Concrete Pipe	1.00	30.00
250	cu. yds.	Salvaging Surfacing Materials	.75	187.50
2,000	cu. yds.	Gravel Subbase	.25	500.00
3,000	yd. mi.	Hauling Gravel Subbase	.10	300.00
200	cu. yds.	1" - 0" Rock in Shoulders	1.40	280.00
40	cu. yds.	1" - 0" Rock in Binder Course	1.50	60.00
50	cu. yds.	Filler	.30	15.00
50	yd. mi.	Hauling Filler	.15	7.50
30	M-gal.	Sprinkling	1.50	45.00
0.3	mile	Preparation of Base	100.00	30.00
470	cu. yds.	Mineral Aggregate in Place	2.50	1,175.00
6	tons	RC-3 Asphalt in Binder Course	26.00	156.00
4	tons	Emulsified or RC-3 Asphalt in Seal Coat	26.00	104.00
26	tons	Asphalt in Place	26.00	676.00
			Subtotal	$ 9,842.00
			10% Engr. & Cont.	984.20
			Total	$ 10,826.20

Length of Roadway 0.271 mile
Cost per mile $ 39,949.06

Long Canyon Bridge (Low Bid Prices)

260	cu. yds.	Structural Excavation	$ 4.00	$ 1,040.00
10	cu. yds.	Structural Excavation Below Plans	8.00	80.00
160	cu. yds.	Class "A" Concrete	24.00	3,840.00
32,000	lbs.	Metal Reinforcement	.055	1,760.00
156	lin. ft.	Metal Handrail	5.00	780.00
			Subtotal	$ 7,500.00
			10% Engr. & Cont.	750.00
			Total	$ 8,250.00

Length 0.094 mile

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Roadway (Outside City)	$ 195,911.10	$ 117,550.00	$ 78,361.10
Roadway (Inside City)	10,826.20	6,500.00	4,326.20
Bridge	8,250.00	4,950.00	3,300.00
	$ 214,987.30	$ 129,000.00	$ 85,987.30

While negotiations are in progress, [illegible]

[illegible]

[illegible]

LAKE CANYON-ARLINGTON SECTION

PROJECT NO. FA 44 (A)

While negotiations are in progress, the agreement with the railroad company concerning encroachments occurring on this project has not been executed, but it is now believed that this matter will be fully settled within the next 18 days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

September 6, 1939

CONTRACT [redacted] 2235

FA 115-A-2 Black Br. over Necanicum 1939
River, Oregon Coast Hwy.
#2235

RECEIVED
APR 1 1941
FOR FILING

115-A-2

April 1, 1941

Mr. George F. Anderson
1193 Grand Avenue
Astoria, Oregon

Dear Sir:

At the meeting of the State Highway Commission held on February 14, 1941, the following action was taken on your request for extension of time:

"George F. Anderson, contract No. 2235, for construction of a bridge over the Necanicum River on the Oregon Coast Highway, in Clatsop County, requested an additional extension of time from August 31 to November 22, 1940, within which to complete this job. He alleged that the extension is necessary because of extra work involved in cleaning up the premises to the satisfaction of the adjacent property owners. The Engineer advised that he knows of no reason why this contract should not have been completed within the specified time limit and recommended in view thereof that the extension of time requested be granted but that the contractor be required to reimburse the state for all engineering costs incurred in connection with the job subsequent to July 31, 1940, the original specified date of completion. A letter was presented from the Public Roads Administration concurring therein. The Commission approved the recommendation.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

BS

Secretary

cc - F. B. Mason

1/

a

RECEIVED
FEB 21 '41
FO

115-G-2

February 20, 1941

Great American Indemnity Company
Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Dear Sirs:

You are hereby notified that State Highway contract No. 2235 for work on the Bridge over Necanicum River at Black Bridge on the Oregon Coast Highway, in Clatsop County, has been completed by the contractor, Geo. F. Anderson, 1193 Grand Ave., and that final settlement will be made on or after March 3, 1941.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $20,730.01, including final payment and that no force account work was performed therein.

Yours very truly,

STATE HIGHWAY COMMISSION

By

A

Secretary

NOTED
D. G. DeSart

RECEIVED

115-A-2

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

Stencil No. 8.

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

February 5, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAP 115-A (2), Black Bridge Section of the Oregon Coast Highway ______, was made by a representative of this office on January 10, 1941. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Sr. Highway Engineer

jwn

115-A-2

RECEIVED
OCT 14 1940
FOR FILING

NOTED
Asst. State Highway Engineer

CROWN ZELLERBACH CORPORATION
738 PITTOCK BLOCK
PORTLAND, OREGON

October 11, 1940

Mr. C. B. McCullough
Assistant Chief Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. McCullough:

We wish to acknowledge receipt of your letter of October 10 and thank you for the prompt attention given to our request that the contractor who recently completed the construction of the Black Bridge over the Necanicum River in Clatsop County be instructed to remove and dispose of all debris left along the highway right of way.

Very truly yours,

CROWN ZELLERBACH CORPORATION

By J. R. Frum
Assistant Vice-President

J.R.Frum/S

RECEIVED
OCT 11 1940
FOR FILING

115-A-2

October 10, 1940

Crown Zellerbach Corporation
736 Pittock Block
Portland, Oregon

Attention: Mr. J. R. Prue
Asst. Vice-President

Gentlemen:

Reference is made to your letter of October 4th in which you complain of a considerable amount of planking and debris which has been left along the highway right of way by the contractor who recently completed the construction of Black Bridge over the Necanicum River.

You are advised that this matter has been referred to Mr. G. S. Paxson, Bridge Engineer, and he advises that the lack of proper clean-up at the above point had been noted, and that the contractor had been instructed to remove and dispose of all debris. This will be done within the next few weeks.

We thank you for calling the matter to our attention.

Very truly yours,

C. B. McCullough
Assistant Chief Engineer.

JS

(1)

FORM E-90 REVISED 20M 5-40

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 9, 1940

Subject:

To: Mr. C. B. McCullough
Assistant Chief Engineer
Office

Dear Sir:

Reference is made to the complaint of the Crown Zellerbach Corporation as to the clean-up around the Black Bridge over the Necanicum River. The lack of clean-up has been noted, and our resident engineer has been instructed to tell the contractor that all debris must be removed and disposed of before the job can be accepted. This will undoubtedly be done within the next few weeks.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP CM
cc F. D. Eason
A. V. Benedict

OREGON STATE HIGHWAY COMMISSION

[illegible]

Salem, Oregon

October 9, 1940

Black Bridge over Necanicum River

Mr. G. S. Paxson

Attached is a copy of a letter received from the Crown Zellerbach Corporation, regarding the manner in which the contractor on the above bridge, George F. Anderson, left the premises, upon completion of his contract with the state.

May I have your report on this so that I can make proper reply to the Crown Zellerbach Corporation?

C. B. McCullough

cc Mr. Devers

FORM E-30 REVISED 25M 5-40

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 8, 1940

Subject:

To: Mr. C. B. McCullough,

Office.

Dear Sir:

Attached is a copy of a letter which we received today from the Crown Zellerbach Corporation in which, as you will note, the corporation is of the opinion that a better clean-up job should be done by our contractor on land which the corporation permitted the contractor to occupy.

Will you please give this your immediate attention?

Yours very truly,

J. M. Devers

J. M. DEVERS

JMD:PW
Enc.

File 7 Anderson's Contr.
2735

COPY

CROWN ZELLERBACH CORPORATION
736 Pittock Block
Portland, Oregon

October 4, 1940

Oregon State Highway Commission,
Salem, Oregon.

Attention: Mr. C. W. Parker, Right of Way Agent.

Gentlemen:

Our letter of October 24, 1939 gave the Oregon State Highway Commission permission to occupy a strip of land 30 feet wide adjacent to the Oregon Coast Highway between Engineer's stations 415+17 and 420+00.5 in the Northeast Quarter of the Southeast Quarter of Section 24, Township 5 North, Range 10 West of the Willamette Meridian, Clatsop County, Oregon, for use during the reconstruction of the so-called "Black Bridge" over the Necanicum River.

It appears that the job was completed some 30 days ago but we note that the contractor who was engaged in doing the work has left a considerable amount of planking and miscellaneous debris along the highway at this location, much of which appears to be on our property. We hope that before the job is finally accepted by the Highway Commission that the Contractor will be required to remove all of the planking and debris which accumulated during the construction job, from our property.

Thanking you for your cooperation in this matter, we are

Very truly yours,

CROWN ZELLERBACH CORPORATION

By (sgd.) J. R. Frum
Assistant Vice-President

J. R. Frum/H

RECEIVED
AUG 13 1940
FOR FILING

115-R-2

-1

August 12, 1940

Mr. George F. Anderson
1193 Grand Avenue
Astoria, Oregon

Dear Sir:

At the meeting of the State Highway Commission held on July 18, 1940, the following action was taken on your request for extension of time:

"George F. Anderson, Contract No. 2235, for the construction of a bridge over the Necanicum River at Black Bridge, on the Oregon Coast Highway, near Seaside, in Clatsop County, requested an extension of time of 30 days, from July 31 to August 31, 1940, within which to complete this job. He alleged that failure to complete this job within the specified time limit was due to unusual high water in the Necanicum River during the spring months. The Engineer advised that the reason given by the contractor for failure to complete the job within the specified time limit is incorrect because the water in the Necanicum River was unusually low for that time of the year. However, he recommended the granting of the request subject to the condition that the contractor be charged with all of the engineering expense incurred by the state subsequent to the specified date of completion which is July 31, 1940. A letter was presented from the Public Roads Administration concurring therein The Commission approved the recommendation unanimously."

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

cc - F. D. Eason

NOTED
D. G. DeSart

RECEIVED
A 13 1940
FOR FILING

115-A-2

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon, FAP 115-A (2)
Black Bridge Section,
Oregon Coast Highway

June 10, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Tron

WA4PR-5302

Form P. R. 2

State Oregon

Federal Aid Project No. 115-A(2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of May, 1940 by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 7th day of July, 1937, a revised project statement, which was approved on the 30th day of August, 1937, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section A (2) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 18th day of October 19[illegible]; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of thirteen thousand, twenty and 00/100 dollars ($13,020.00) as the share of the United States payable under said act on account of Section A (2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11379

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
(Include date and citation of act of legislature by which authorized)

(b) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 416+75 in the S.E. ¼ of Sec. 24, T. 5 N., R. 10 W., and survey station 426+00 in the S.W. ¼ of Sec. 19, T. 5 N., R. 9 W., W.M.

, length 0.175 of a mile in Clatsop County, being Section A (2) of Oregon Federal Aid project No. 115, consisting of 0.141 of a mile of roadway and 1 bridge of more than 20 feet clear span, 0.034 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A (2) of said project shall not in any event exceed the sum of thirteen thousand, twenty and 00/100 dollars ($13,020.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of twenty-one thousand, six hundred eighty-four and 30/100 dollars ($21,684.30), the approved total estimated cost of Section A (2) of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing

Chap. 529, laws 1939.
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of MAY 25 1940, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
______
(Title of officer)

By ______
______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By W. J. O'Leary
Acting Commissioner of Public Roads.

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. 115-A(2) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 21,684.30 as the total estimated cost of said project, and the sum of $ 13,020.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of MAY 25 1940

one thousand nine hundred and ....

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 10—10120

115-A-2

(Stencil #28)

RECEIVED
AUG 30 1940
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore. FAP 115-A (2)
Black Bridge Section
Oregon Coast Highway

April 9, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

RECEIVED
JUL 22 1940
FOR FILING

115-A-2

February 3, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Black Bridge Section, Project No. FA 115-A (2).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department   Federal Aid Project No. 115-A (2)

BLACK BRIDGE SECTION OF THE
OREGON COAST HIGHWAY IN CLATSOP COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 3, 1940

Roadway (Sta. 418+55 to Sta. 426+00)

3,000	cu. yds.	Talus Borrow and Subbase	$ .60	$ 1,800.00
250	cu. yds.	1½" - 0" Material in Base	1.60	400.00
30	cu. yds.	Filler	.50	15.00
30	yd. mi.	Hauling Filler	.20	6.00
10	M-gal.	Sprinkling	2.00	20.00
110	cu. yds.	Mineral Aggregate in Place	1.60	176.00
10	tons	Asphalt in Place	25.00	250.00
			Subtotal	$ 2,667.00
			10% Engr. & Cont.	266.70
			Total	$ 2,933.70

Bridge (Sta. 416+75 to 418+55)

420	cu. yds.	Structural Excavation	$ 2.50	$ 1,050.00
20	cu. yds.	Structural Excavation Below Plans	4.00	80.00
400	cu. yds.	Class "A" Concrete	22.00	8,800.00
67,000	lbs.	Metal Reinforcement	.05	3,350.00
55	lbs.	Copper and Bronze	1.20	66.00
375	lin. ft.	Metal Handrail	4.00	1,500.00
All Required		Remove Old Bridge and Maintain Traffic		2,200.00
			Subtotal	$ 17,046.00
			10% Engr. & Cont.	1,704.60
			Total	$ 18,750.60

Length of Roadway	0.141 mile
Length of Bridge	0.034 mile
Total Length	0.175 mile
Cost per mile, Roadway	$ 2,080.63

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$ 2,933.70	$ 1,761.00	$ 1,172.70
Bridge	18,750.60	11,259.00	7,491.60
	$ 21,684.30	$ 13,020.00	$ 8,664.30

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1929;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

115-A-2

November 28, 1939

Mr. Geo. F. Anderson
1193 Grand Avenue
Astoria, Oregon

Dear Sir:

We are sending you today by express a fully executed copy of Contract No. 2235 which was awarded to you by the State Highway Commission on November 2, 1939, covering the construction of a bridge over the Necanicum River on the Oregon Coast Highway in Clatsop County.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

GEORGE F. ANDERSON

PHONE 796-J

CONTRACTOR AND ENGINEER
1193 GRAND AVENUE

RECEIVED
NOV 15 1939
STATE HIGHWAY COMMISSION

#2235

115-A-2

ASTORIA, OREGON. November 13, 1939.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: Attention Mr. H. B. Glaisyer

In reply to your letter of November 7th please be advised that I am taking immediate steps to execute the agreement and bond on Contract No. 2235. The four copies of this contract should be in your hands within a few days.

With reference to the provisions regarding the Workmen's Compensation Act will state that I have complied with the provisions for a number of years. My present firm number is 83271.

Very truly yours,

George F. Anderson

Geo. F. Anderson

115-A-2

November 7, 1939.

Mr. Geo. F. Anderson
1193 Grand Avenue
Astoria, Oregon

Dear Sir:

We are sending you today by express four copies of Contract No. 2235 which was awarded to you on November 2, 1939, by the State Highway Commission, covering the construction of a bridge over Necanicum River on the Oregon Coast Highway, in Clatsop County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 7 (page 17) of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

115-a-2

November 3, 1939

Mr. George F. Anderson
1193 Grand Avenue
Astoria, Oregon

Dear Sir:

The State Highway Commission on November 2, 1939, awarded you the contract for construction of a concrete bridge and roadway approaches over Necanicum River at Black Bridge on the Oregon Coast Highway, in Clatsop County. This award was based on your low bid of $19,713 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

Secretary

AM

cc - Mr. S. H. Probert
Mr. G. S. Paxson

October 31, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

All necessary right of way has been acquired for the Black Bridge Section, Project No. FA 119-A (2).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. M. Nash/GS

Encl.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 18, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 115-A (2), the Black Bridge Section of the Oregon Coast Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

Concurrence in award will be withheld pending receipt of certificate that all right of way has been obtained.

Our approval is also subject to any necessary changes being made after a detailed check of the plans is completed.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

Salem, Oregon
October 13, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and three copies of right of way statement for the Black Bridge Section, Project No. FA 115-A (2).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department Federal Aid Project No. 115-A (2)

BLACK BRIDGE SECTION OF THE
OREGON COAST HIGHWAY IN CLATSOP COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 13, 1939

Roadway (Sta. 418+55 to Sta. 426+00)

3,000	cu. yds.	Talus Borrow and Subbase	$ .50	$ 1,500.00
250	cu. yds.	1½" - 0" Material in Base	2.00	500.00
30	cu. yds.	Filler	.40	12.00
30	yd. mi.	Hauling Filler	.20	6.00
10	M-gal.	Sprinkling	2.00	20.00
110	cu. yds.	Mineral Aggregate in Place	4.00	440.00
10	tons	Asphalt in Place	40.00	400.00
			Subtotal	$ 2,878.00
			10% Engr. & Cont.	287.80
			Total	$ 3,165.80

Bridge (Sta. 416+75 to 418+55)

420	cu. yds.	Structural Excavation	$ 5.00	$ 2,100.00
20	cu. yds.	Structural Excavation Below Plans	8.00	160.00
400	cu. yds.	Class "A" Concrete	24.00	9,600.00
67,000	lbs.	Metal Reinforcement	.055	3,685.00
55	lbs.	Copper and Bronze	.80	44.00
375	lin. ft.	Metal Handrail	5.00	1,875.00
All Required		Remove Old Bridge and Maintain Traffic		1,500.00
			Subtotal	$18,964.00
			10% Engr. & Cont.	1,896.40
			Total	$20,860.40

Length of Roadway	0.141 mile
Length of Bridge	0.034 mile
Total Length	0.175 mile
Cost per mile, Roadway	$ 22,452.48

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Roadway	$ 3,165.80	$ 1,900.00	$ 1,265.80
Bridge	20,860.40	12,520.00	8,340.40
	$ 24,026.20	$ 14,420.00	$ 9,606.20

[illegible]

[illegible]

[illegible]

[illegible]

BLACK BRIDGE SECTION

PROJECT NO. FA 115-A

While negotiations for right of way are in progress, one parcel has not been secured nor has the right to occupy and use this parcel been secured, but it is now believed all necessary right of way can be made fully available within 16 days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

October 13, 1939

CONTRACT [redacted] 2236

9-1203 Brothers-Harney County Line Sec.
Central Oregon Highway 1939

2236

RECEIVED
DEC 17 1940
FOR FILING

9-1203

December 3rd, 1940

COST ANALYSIS-FINAL REPORT

Central Oregon Highway, Brothers-Harney County Line
Contract 2236 Prefix 9-1203
C. T. Lackey, Contractor
E. E. Johnston, Resident Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
3/4"-½" Cr. Rock in S.P.	$16,090.97	8,725.6 cu. yd.	1.84	1.45	$12,652.12
½"-¼" " " " "	15,109.34	8,193.3 " "	1.84	1.45	11,880.29
¼"-10 Mesh " " "	5,901.15	3,200.0 " "	1.84	1.45	4,640.10
Clearing & Grubbing S.P. Sites	179.71	100%			1,000.00
Leveling S.P. Sites	200.00	100%			1,000.00
Screen Rejections	273.43	1,093.7 cu. yd.		0.25	273.43
Hauling Screen Rejections	670.15	6,701.5 yd. mi.		0.10	670.15
Haul Adjustment		297.5 yd. mi.		0.10	29.75
Force Account	475.47				475.47
	$38,900.22				$32,621.21

Total Cost	$38,900.22
Gross Revenue	32,621.21
Net Loss	$6,279.01

Net Loss Equals 19% of Gross Revenue

NOTED
Highway Engineer

Brothers-Harney County Line Section

Detail of Cost

Labor:

Supervision	$2,112.50	
Labor	10,932.55	
State Industrial Accident Insurance	758.19	
Social Security & Unemployment Insurance	521.80	
		$14,325.04

Equipment Rental, Supplies & Miscellaneous:

Equipment Rental and Repairs	$9,725.00	
Rented Equipment	200.00	
Hired Trucks	4,499.96	
Gas, Oil and Grease	6,674.91	
Small Tools, Supplies & Misc.	1,830.30	
Explosives	600.00	
Overhead Expense	392.59	
Home Office Expense	326.21	
Bond	326.21	
		24,575.18
		$38,900.22

Brothers-Harney County Line Section

Breakdown of Cost of Crushed Rock

	Cost	Quantity	Unit Cost
Erection of Plant	$2,069.50	21,212.6 Cu. Yds.	$0.098
Drill and Shoot	1,407.30	" " "	0.066
Drag to Crusher	3,928.75	" " "	0.185
Haul - Av. 9.4 Miles	13,794.96	" " "	0.650
Crush	11,502.90	" " "	0.542
Stockpile	1,098.00	" " "	0.052
Overhead & Proratable Expense	4,243.63	" " "	0.200
	$38,045.04	21,212.6 Cu. Yds.	$1.793

Sizes & Quantities of Crushed Rock

3/4"-1/2" Crushed Rock	8,725.6 Cu. Yds.
1/2"-1/4" " "	8,193.3 " "
1/4"-10 Mesh " "	3,200.0 " "
Screen Rejections	1,093.7 " "
	21,212.6 Cu. Yds.

Brothers-Harney County Line Section

REMARKS:

This contract consisted of the furnishing of 20,000 cubic yards of crushed rock in stockpiles. It was bid and awarded November 2nd, 1939; work was started November 23rd, and finished July 17th, 1940.

Three acceptable sources of rock were available and were located at M.P. 49.35, M.P. 59 and M.P. 71.17. However, even though the average haul would be increased the contractor deemed it advisable to make only one set-up at the middle source. This source consisted of a shallow deposit of rock talus on steep slopes of a butte.

The plant set-up was made about half way up the sidehill. Erection of plant was started December 4th, and crushing operations were begun on December 27th. The plant consisted of three crushers (10" x 30" jaw), (30" Traylor gyratory) and (18" x 24" rolls), two screens (3' x 10', double deck and 3½' x 12', triple deck) and 2 P.D. 80 diesel engines. For bringing the material to the primary crusher, a 2-drum hoist powered with a P.D. 40 diesel engine was used, and sometimes was assisted by a 40 h.p. cat and dozer. The plant was first arranged so that the first screen produced a product of 3/4" - 10 mesh material. This was conveyed down the steep slope a couple hundred feet by use of metal chutes, to a screen mounted on a bunker where a final separation was made. Due to constant plugging of chutes, the contractor was forced to remodel the plant, finally moving the lower bunker up the slope and directly below the main plant.

During the winter and spring months the wet weather handicapped the contractor. Also, during dry weather the rock dust proved hard on the equipment.

Most of the trucking was done with hired trucks. About 4 miles of dirt hauling road had to be maintained, which caused extra expense to the contractor. The average haul on this job amounted to about 9.4 miles.

This job was bid too low, and this coupled with long duration of time to finish resulted in a large loss.

E. H. Clymer
Cost Analyst

By . . Henry Jullum

RECEIVED
DEC 6 1940
FOR FILING

9-1203

December 5, 1940

STANDARD OIL COMPANY OF CALIFORNIA
Pacific Building
Portland, Oregon

Gentlemen:

You are advised, in reply to your inquiry of December 2, that the dates of completion and acceptance of Contract No. 2236 with Chester T. Lackey for the Brothers-Harney County Line Section of the Central Oregon Highway, are as follows:

Completed - July 16, 1940

Accepted - October 11, 1940

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

BGD:MBL

STANDARD OIL COMPANY OF CALIFORNIA

SALES DEPARTMENT
E. V. BURNS
DISTRICT SALES MANAGER
T. F. GUNN
G. H. MOORE
L. M. BUSSERT
ASSISTANT DISTRICT SALES MANAGERS
F. J. WAYMIRE
ASSISTANT TO THE DISTRICT SALES MANAGER

OFFICE
9th FLOOR PACIFIC BLDG.
820 S. W. YAMHILL STREET
P. O. DRAWER 850

PORTLAND, ORE.

RECEIVED
DEC - 1940
STATE HIGHWAY COMMISSION

Dec. 2, 1940

Chester Lackey - Job 2236

Oregon State Highway Comm.
Salem, Oregon

Gentlemen:

Will you please advise below the date of the completion and acceptance of this job.

Very truly yours

STANDARD OIL COMPANY OF CALIFORNIA

By J H Hartup
Credit Division

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NOV 1 1940
FOR FILING

9-1203

October 29, 1940

SHELL OIL COMPANY
1220 S. W. Morrison Street
Portland, Oregon

ATTENTION FRANK J. HURNER, Division Credit Mgr.

Gentlemen:

Contract No. 2236, with Chester T. Lackey, for furnishing 20,000 cubic yards of crushed rock in stock piles on the Brothers-Harney County Line Section of the Central Oregon Highway, in Deschutes and Lake Counties, was completed July 16, and accepted October 11, 1940.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

BGD:MBL

SHELL OIL COMPANY
INCORPORATED
1220 S.W. MORRISON STREET
PORTLAND, OREGON

TELEPHONE ATWATER 7321

RECEIVED
OCT 29 1940
…ISSION

October 25, 1940

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Glaisyer

Gentlemen:

Re: Chester T. Lackey
Oregon State Contract 2236

Sometime ago you advised this contract was completed but had not been accepted. Is the acceptance date established yet?

Also, will you please tell us if the contractor has been paid his final estimate?

Very truly yours,

SHELL OIL COMPANY,
Incorporated

FRANK J. HORNER
Division Credit Manager

RER:GC

Dates
prepare reply
[illegible]

RECEIVED
OCT 14 1940
FOR FILING

9-1203

October 11, 1940

BEND AUTO PARTS, INC.
125 Oregon Avenue
Bend, Oregon

Attention A. O. Schilling, President

Gentlemen:

This acknowledges receipt of your letter of October 8, advising us of your claim in the sum of $597.43 against Chester T. Lackey for miscellaneous merchandise supplied by you in connection with Contract No. 2236 for the furnishing of crushed rock on the Brothers-Harney County Line Section of the Central Oregon Highway, in Deschutes and Lake Counties. In accordance with our usual practice we are today notifying the contractor and his surety and it would be well for you to notify the surety, if you have not already done so. The local agent for the United Pacific Insurance Company, surety on this job, is Jo Stroyan, Board of Trade Building, Portland.

In order further to protect your claim, should you not secure satisfaction through the surety, it is necessary to file the same through the office of the Secretary of State, in accordance with the provisions of Chapter 517, Oregon Laws 1939, a mimeographed copy of which is enclosed for your information and guidance.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MEL

NOTED
D. G. DeSart

October 11, 1940

UNITED PACIFIC INSURANCE COMPANY
Jo Stroyan, Local Agent
Board of Trade Building
Portland, Oregon

Gentlemen:

This will advise you that Bend Auto Parts., Inc., 125 Oregon Avenue, Bend, has a claim in the sum of $597.43 against Chester T. Lackey for miscellaneous merchandise supplied in connection with State Highway Contract No. 2236 for the furnishing of crushed rock in stock piles on the Brothers-Harney County Line Section of the Central Oregon Highway, in Deschutes and Lake Counties.

Inasmuch as you are surety for the contractor on this job, we are notifying you of this claim, that you may give it the requisite attention.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MEL

cc - Chester T. Lackey
Ontario, Oregon

BEND AUTO PARTS, Inc.

Automobile Replacement Parts, U. S. Tires, Willard Batteries
125 Oregon Avenue
BEND, OREGON

A. O. SCHILLING
President

PAUL F. HAMPSON
Secretary & Treasurer

October 8, 1940

To the Oregon State Highway Comission.

Notice hereby is given that the undersigned the Bend Auto Parts, Inc. has a claim for miscellaneous merchandise furnished in the sum of five hundred ninety seven dollars and forty three cents ($597.43) against the bond taken from United Pacific Insurance Company for the work of contract No. 2236 for the furnishing of crushed rock, in stock piles, for the Brothers-Harney County Line Section.

Bend Auto Parts, Inc.

By A O Schilling

RECEIVED
OCT 9 1940
FOR FILING

9-1203

October 8, 1940

United Pacific Insurance Co.,
Jo. Streyan, Agent
Board of Trade Building
Portland, Oregon

Gentlemen:

We have been advised by the Bend Auto Parts, Inc., Bend, Oregon, that they have a claim against the bond furnished by Chester T. Lackey in connection with State Highway Contract No. 2236 covering the furnishing of crushed rock, in stock piles, for the Brothers-Harney County Line Section of the Central Oregon Highway, in Deschutes & Lake Counties. This claim amounts to $597.43 and represents merchandise furnished on this job.

This information is given you as you appear as surety on the bond involved.

Yours very truly,

HBG:MC [illegible] Secretary

cc - Chester T. Lackey
Ontario, Oregon

REFERRED TO
BY SECRETARY

Of record

NOTED
D. G. DeSart

October 7, 1940

Bend Auto Parts, Inc.,
125 Oregon Avenue
Bend, Oregon

Attention: A. O. Schilling

Gentlemen:

There has been referred to the State Highway Commission, by the Honorable Earl Snell, Secretary of State, your letter of October 5 advising of your account against Chester T. Lackey for merchandise furnished him in connection with his contract with the State Highway Commission at Hampton, said claim being in the amount of $597.43.

We note your request that the bond furnished by Mr. Lackey in connection with this job be not released until you have received satisfaction in connection with this claim.

Mr. Lackey had two jobs on the Central Oregon Highway, one being designated as State Highway Contract No. 2236 for the furnishing of crushed rock, in stock piles, for the Brothers-Harney County Line Section, and the other being designated as Contract No. 2359 for the furnishing of crushed rock, in stock piles, for the Sage Hen Hill-Harney Section. The town of Hampton is within the limits of Contract No. 2236 and we are inclined to believe that your claim concerns that particular project. Such being the case, I have to inform you that the bond furnished by Mr. Lackey in connection with this job was written by the United Pacific Insurance Company for whom Jo Streyan is the local agent with offices in the Board of Trade Building, Portland. This bond remains in force and effect for a period of 6 months from the date of completion of the project and acceptance of the same by the State Highway Commission. However, it can be still held responsible and liable for your claim if you file notice of the same with the State prior to the expiration of the period of 6 months. This is in accordance with Chapter 517, Oregon Laws, 1939, a mimeographed copy of which is enclosed for your further information.

In view of this law I would suggest that you make a formal filing with the Secretary of State and also make demand on the bonding company for the payment of your claim. Should you secure no satisfaction by so doing, then your only recourse is action with the Court.

In conformance with our usual practice I am today calling the attention of the bonding company to your claim and am also informing the contractor thereof.

Trusting that you secure satisfactory settlement in the near future, I remain

Yours very truly,

HBG:MC

Secretary

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
[illegible]

October 7, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention H. B. Glaisyer, Secty.

Enclosed is copy of a letter received today from Bend Auto Parts, Inc., relative to their account against Chester T. Lackey in connection with highway construction work.

Very truly yours,

Earl Snell
Secretary of State

S:FL

Enc.

COPY

BEND AUTO PARTS, INC.

A. O. SCHILLING
President

125 Oregon Avenue
BEND, OREGON

PAUL F. HAMPSON
Secretary & Treasurer

October 5, 1940

SECRETARY OF STATE
Salem, Oregon

Gentlemen:

We have an account amounting to $597.43 due us from Chester T. Lackey for merchandise used on the Hampton job. We would like to be sure that his bond will not be released until we receive payment of this amount.

Please advise us by return mail if this will be cone.

Yours very truly
BEND AUTO PARTS, INC.
By A. O. SCHILLING

AOS:LMR

ANSWERED
H. B. GLAISYER

RECEIVED
OCT 7 1940
FOR FILING

9-120c

October 7, 1940

SHELL OIL COMPANY
1220 S. W. Morrison Street
Portland, Oregon

Attention Frank J. Hurner, Division Credit Manager

Gentlemen:

Re: Chester T. Lackey
Oregon State Contract No. 2236

Replying to your inquiry of September 12, we have to advise that the above contract was completed on July 16, 1940, but has not yet been accepted. It will probably come up for acceptance at the next Commission meeting, October 10. Final payment, which is to be made about the middle of this month, will amount to $32,621.21, of which $475.47 is for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

DOD:MBL

NOTED
D. G. DeSart

RECEIVED
SEP 13 1940
OREGON
STATE HIGHWAY COMMISSION

SHELL OIL COMPANY
INCORPORATED
1220 S.W. MORRISON STREET
PORTLAND, OREGON

TELEPHONE ATWATER 7321

September 12, 1940

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Glaisyer

Gentlemen:

Re: Chester T. Lackey
Oregon State Contract 2236

As we believe the above contract has been completed, may we have completion and acceptance dates? Also, will you advise how much the contractor has been paid to date for this work?

Very truly yours,

SHELL OIL COMPANY,
Incorporated

FRANK J. HURNER
Division Credit Manager

RER:GC

REFERRED TO
[illegible]
BY SECRETARY
[illegible]

RECEIVED
OCT 4 1940
FOR FILING

9-[illegible]

October 3, 1940

United Pacific Insurance Co.
Jo Stroyan, Agent
Board of Trade Building
Portland Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2236, for furnishing crushed rock in stock piles on the Brothers-Harney County Line Section of the Central Oregon Highway, in Deschutes and Lake Counties, has been completed by the contractor, Chester T. Lackey, and that final settlement will be made by the state with said contractor for work done under said contract on or after October 14, 1940. 70

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above-mentioned contractor. Kindly acknowledge receipt of this letter. 78

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $32,621.21, including final payment, and that no force account work was performed therein. 34

Very truly yours,

STATE HIGHWAY COMMISSION

By

DD:AM

Secretary

RECEIVED
SEP 26 1940
FOR FILING

8-1203

September 25, 1940

Mr. Chester T. Lackey
Box 60
Ontario, Oregon

Dear Sir:

At the meeting of the State Highway Commission held on August 22, 1940, the following action was taken on your request for extension of time:

"Chester T. Lackey, Contract No. 2236, for furnishing crushed rock in stock piles for the Brothers-Harney County Line Section of the Central Oregon Highway, in Deschutes County and Lake County, requested an extension of time of 16 days, from June 30 to July 16, 1940, within which to complete this project. Mr. Lackey alleged that the work under the contract was completed on June 28 and that the extension of time is needed for the performance of two work orders issued in connection with this job, one of which called for the reshaping of the stock piles behind the oiling operations, and the other was for purchasing and installing culvert pipes in the borrow pits at the stock pile sites. The Engineer advised that the reasons given by the contractor for failure to complete the project within the specified time limit are correct. He recommended the granting of the extension requested without penalty. The Commission approved the recommendation unanimously."

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MML

cc - W. E. Chandler

NOTED
D. G. DeSart

RECEIVED
SEP 23 1940
FOR FILING

9-1203

September 21, 1940

Shell Oil Company
1220 S. W. Morrison St.
Portland, Oregon

Gentlemen: **Attention Frank J. Hurner**

Contract No. 2236, with Chester T. Lackey, for production of rock on the Brothers-Harney County Line Section of the Central Oregon Highway, was completed July 16, 1940, but has not as yet been accepted by the Commission.

The contractor has been paid to date $31,657.79.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By:

Secretary

DGD:RS

NOTED
D. G. DeSart

RECEIVED
AUG 17 1940
STATE HIGHWAY COMMISSION

SHELL OIL COMPANY
INCORPORATED
1220 S.W. MORRISON STREET
PORTLAND, OREGON

TELEPHONE ATWATER 7321

August 16, 1940

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Glaisyer

Gentlemen:

Re: Chester T. Lackey
Oregon State Contract 2236

It is our understanding that the above mentioned job has been completed. If so, will you please furnish completion and acceptance dates? Will you also advise us how much the contractor has been paid to date on this contract?

Stamped and addressed envelope is enclosed.

Very truly yours,

SHELL OIL COMPANY,
Incorporated

FRANK J. HURNER
Division Credit Manager

RER:GC
Encl.

7-10
SF
636.99
32,979.11
31,657.79

NOTED
D. G. DeSart

RECEIVED
SEP 13 1940
FOR FILING

9-1203

September 12, 1940

United Pacific Insurance Company
Jo Stroyan, Agent
Board of Trade Bldg.
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Chester T. Lackey on Contract No. 2236, Brothers-Harney County Line Section of the Central Oregon Highway, in Deschutes and Lake Counties. This payment will be made on or after September 23, 1940.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DD:AH

RECEIVED
AUG 16 1940
FOR FILING

9-1203

August 7, 1940

United Pacific Insurance Company
Jo Stroyum, Agent
Board of Trade Building
Portland, Oregon

Gentlemen:

We have a request from Chester T. Lackey for an extension of time to July 16, 1940, on his contract, No. 2236, for furnishing crushed rock on the Brothers-Harney County Line Section of the Central Oregon Highway, in Deschutes and Lake Counties.

If this request meets with your approval please furnish us with a letter consenting to such extension.

Very truly yours,

DD:AM

Secretary

Form E-1—5M—3-39

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 20, 1940, 193

Section Brothers - Harney Co. Line

Kind of work Cr. Rock in Stockpiles

Highway Central Oregon

Section prefix 9-1203

Contractor Chester T. Lackey

Contract number 2236

Date of contract Nov. 2, 1939, 193

Date of completion June 30, 1940, 193

Date work started Nov. 23, 1939, 193

Estimated date of completion July 17, 1940, 193

Amount of contract $31,000.00

Per cent of time elapsed 104 %

Estimated cost of completed project, exclusive of engineering $32,117.50

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 1613, 5.2 %

Date project was completed July 17, 1940, 193

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

This week the contractor's crew installed the culvert pipe at the road approaches and completed the work Wednesday, July 17. This work included cleaning up the camp site. Contractor Lackey was advised by letter dated July 18 to apply for an extension of time.

FINAL REPORT

NOTED H. W. LIBBY

NOTED H. G. SMITH

NOTED RAY [illegible]RER

H. B. HACKETT

RECEIVED JUL 23 1940 CONSTR. OFF.

Signed G. E. Plaister.

Address Bend, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			40.9		
Miles partially completed					
Miles completed			40.9		
Total estimated quantities			19852		
Estimated quantities moved or placed to date			19852		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			2 1		
Hours per shift			8		
Average force on project for week			4		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Deschutes COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	3					1	4
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers 1, Sheet-foot rollers ...., Trucks 1, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	Cloudy		
Saturday	"		

STATE PRINTING DEPT.

RECEIVED
[illegible] '40
[illegible]

9-1203

June 3, 1940

Standard Oil Company of California
Sales Department
Portland, Oregon

Attention: J. D. Hartup, Credit Division

Gentlemen:

This is to acknowledge receipt of your letter of May 29 concerning the Chester T. Lackey contract, No. 2236, Brothers-Harney County Line Section in Deschutes and Lake Counties.

You are advised that this contract was approximately 72 per cent complete on May 10, 1940. The total amount paid the contractor to date is $19,991.35 and the retained percentage is $2,325.00. The estimated date of completion is June 30, 1940.

Very truly yours,

JM:AH

Secretary

#2236
~~[illegible]~~

RECEIVED
OFFICE
9th FLOOR PACIFIC BLDG.
520 S. W. YAMHILL STREET
DRAWER 350
STATE HIGHWAY COMMISSION

STANDARD OIL COMPANY OF CALIFORNIA

SALES DEPARTMENT
E. V. BURNS
DISTRICT SALES MANAGER
T. F. GUNN
G. H. MOORE
ASSISTANT DISTRICT SALES MANAGERS
F. J. WAYMIRE
ASSISTANT TO THE DISTRICT SALES MANAGER

PORTLAND, ORE.

May 29, 1940

Chester Lackey

State of Oregon
Highway Commission
Salem, Oregon

Gentlemen:

We have furnished petroleum products to the subject contractor which were used in connection with his contract number 2236 for crushing rock for the Wickiup Reclamation Project near Redmond, Oregon, and are interested in learning the date that the contract was officially accepted by the state, also the date and amount of the last payment which the contractor has received.

For your convenience in replying we have enclosed a stamped, addressed envelope.

Very truly yours

STANDARD OIL COMPANY OF CALIFORNIA

By J D Hartup May 10
Credit Division

JDH:LP

72%
Complete

E - $22,316.35
R - $ 2,325.00
Pd - $19,991.35

REFERRED TO
Mc Farland
BY SECRETARY

prepare reply

REFERRED TO
BY SECRETARY

SEE THE GOLDEN GATE INTERNATIONAL EXPOSITION · MAY 25 — SEPTEMBER 29, 1940

RECEIVED
JUN 1, 1940

9-1203

June 3, 1940

Shell Oil Company, Inc.
1220 S. W. Morrison Street
Portland, Oregon

Attention: Frank J. Hurner, Division Credit Manager

Gentlemen:

This will acknowledge receipt of your letter of May 29 concerning the Chester T. Lackey contract, No. 2236, Brothers-Harney County Line Section, in Deschutes and Lake Counties. We note that you erroneously referred to this contract as No. 2256.

You are advised that this contract was approximately 72 per cent complete on May 10, 1940. The total amount paid the contractor to date is $19,991.35 and the retained percentage is $2,325.00. The estimated date of completion is June 30, 1940.

Very truly yours,

DD:AN

Secretary

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

SHELL OIL COMPANY
INCORPORATED
1220 S.W. MORRISON STREET
PORTLAND, OREGON

TELEPHONE ATWATER 7321

May 29, 1940

State of Oregon
Highway Department
Salem, Oregon

Attention: Mr. Glaisyer

Gentlemen: 2236

Re: C. T. Lackey - Contract 22~~5~~6

Please furnish us with a progress report on the above contract stating the percentage of work done and the amount of holdback, if any.

Thank you for your assistance.

Very truly yours,

SHELL OIL COMPANY,
Incorporated

FRANK J. HURNER
Division Credit Manager

RER:GC

REFERRED TO [illegible]
BY SECRETARY
prepare reply

9-1203

November 28, 1939

Mr. Chester T. Lackey
Ontario, Oregon

Dear Sir:

We are sending you today by express a fully executed copy of Contract No. 2236 which was awarded to you by the State Highway Commission on November 2, 1939, covering the furnishing of crushed rock in stock piles on the Brothers-Harney County Line Section of the Central Oregon Highway, in Deschutes and Lake Counties.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

1-1203

November 28, 1939

UNITED PACIFIC INSURANCE COMPANY
Jo Stroyan, Local Agent
Board of Trade Building
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2236 which was awarded to Chester T. Lackey by the State Highway Commission on November 2, 1939, covering the furnishing of crushed rock in stock piles on the Brothers-Harney County Line Section of the Central Oregon Highway, in Deschutes and Lake Counties.

Inasmuch as you are surety for the contractor on this job, we are sending you this copy of the contract for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

9-1203

November 7, 1939

Mr. Chester T. Lackey
Ontario, Oregon

Dear Sir:

We are sending you today by express four copies of Contract No. 2236, which was awarded to you on November 2, 1939, by the State Highway Commission, covering the furnishing of crushed rock in stock piles on the Brothers-Harney County Line Section of the Central Oregon Highway, in Deschutes and Lake Counties.

Please execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 5 (page 14) of the printed General Provisions relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the mimeographed page immediately following page No. 17 of the mimeographed Special Provisions, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

9-1203

November 3, 1939

Mr. Chester T. Lackey
Ontario, Oregon

Dear Sir:

The State Highway Commission on November 2, 1939, awarded you the contract for furnishing 20,000 cu. yds. crushed rock in stock piles on the Brothers-Harney County Line Section of the Central Oregon Highway, in Deschutes and Lake Counties. This award was based on your low bid of $31,000 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

AM

Secretary

cc - Mr. S. H. Probert
Mr. G. S. Paxson

CONTRACT [redacted] 2237

FA 83-8 Klamath Agency-Modoc Point, 1939
The Dalles-California Hwy.
#2237

RECEIVED
APR 2 1941
FOR FILING

83-8

April 3, 1941

Mr. Glen Ritter
c/o Standard Oil Company
Pacific Building
Portland, Oregon

Dear Sir:

Reference is made to your telephone call of this date concerning Contract No. 2237 with Rogers Construction Company for the surfacing and oiling of the Klamath Agency-Modoc Point Section, and Contract No. 2249 with Roy L. Houck for the bituminous macadam surfacing of the Siskiyou-State Line Section, in Jackson County.

You are advised that Contract No. 2237 was completed September 20, 1940, and was accepted November 13, 1940. Contract No. 2249 was completed October 31, 1940, and was accepted November 13, 1940.

Very truly yours,

C. B. McCullough
Assistant Chief Engineer

JS:mbl

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JAN 16 1941

83-8

January 15, 1941

Rogers Construction Company
Dayton, Washington

Gentlemen:

At the meeting of the State Highway Commission held on November 13, 1940, the following action was taken on your request for an extension of time:

> "Rogers Construction Company, Contract No. 2257, for surfacing and oiling the Klamath Agency-Modoc Point Section of The Dalles-California Highway, in Klamath County, requested an extension of time of 20 days, from August 31 to September 20, 1940, within which to complete this project. They attributed their failure to complete the project within the specified time limit to an increase in the quantities of materials required. The Engineer advised that the overrun in time limit amounted to 6.6 per cent of the total time, and that the increase in quantities amounted to 7.09 per cent of the quantities estimated. He recommended in view of the fact that the quantities were increased after the contract was awarded that the extension of time requested be granted without penalty. A letter was presented from the Public Roads Administration concurring therein. The Commission approved the recommendation unanimously.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

cc - Chandler

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NOV 27 1940
FOR FILING

53-8

November 27, 1940

UNITED PACIFIC INSURANCE COMPANY
Jo Stroyan, Agent
Board of Trade Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2237, for surfacing and oiling on the Klamath Agency-Modoc Point Section of The Dalles-California Highway, in Klamath County, has been completed by the contractor, Rogers Construction Company, and that final settlement will be made by the state with said contractor, for work done under said contract, on or after December 7, 1940.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $111,097.67, of which $1,113.28 is for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

NOTED
D. G. DeSart

DGD:MBL

83-8

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

Stencil No. 8.

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

November 8, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAP 83 (8), Klamath Agency-Modoc Point Section of The Dalles-California Hwy., was made by a representative of this office on October 17, 1940. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Tom

RECEIVED
OCT 5 1940
FOR FILING

83-8

October 4, 1940

United Pacific Insurance Co.
Jo Stroyan, Agent
Board of Trade Bldg.
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to the Rogers Construction Co., on contract No. 2237, covering the Klamath Agency-Modoc Point Section of The Dalles-California Highway, in Klamath County. This payment will be made on or after October 14, 1940.

Kindly acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

By:

RS

Secretary

Form E-1—5M—8-40

8 -8

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 21 1940, 19

Section	Klamath Agency - Modoc Point	*Kind of work*	Grading, Surfacing & Oiling
Highway	The Dalles - California	*Section prefix*	18-1110
Contractor	Rogers Const Co	*Contract number*	2237
Date of contract	November 2 1939, 19	*Date of completion*	August 31 1940, 19
Date work started	March 25 1940, 19	*Estimated date of completion*	September 20 1940, 19
Amount of contract	$ 103662.00	*Per cent of time elapsed*	106.6 %

Estimated cost of completed project, exclusive of engineering $ 111012.93

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 6251.12, % | *Date project was completed* , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Due to intermittent down pours of rain the fore part of this week, finishing work was delayed some. However all work pertaining to the project including painting of the guard fence, trimming of shoulders and slopes and cleaning up debris at the state-owned quarry was completed on September 20th. The semi-final estimate, with all supporting data, was shipped from this office on September 21st.

NOTED
RAY WEBBER

RECEIVED
SEP 2[illegible] 1940
CONST

Signed J W Weaver

Address Klamath Falls Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

5325

RECEIVED
AUG 13 1940

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRAT.

83-8

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon FAP 83 (8)
Klamath Agency-Modoc Point,
The Dalles-California Hwy.

June 10, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Jcm

Waypr-5325

Form P. R. 2

State Oregon

Federal Aid Project No. [illegible] (2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of May, 1940

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 30th day of March, 19[illegible], a project statement, which was approved on the 19th day of April, 19[illegible], for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section ________ of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 19th day of October 19[illegible]; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of Fifty-nine thousand, five hundred seventy and 00/100 dollars ($59,570.00) as the share of the United States payable under said act on account of Sections ________ of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

10—11379

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from Chap. 175, laws 1917; Chap. 21, laws 1920; Chap. 528, laws 1930.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 970+60 in the SW 1/4 of Sec. 15, T. 36 S., R. 7 E., and survey station 1694+46 in the SW 1/4 of Sec. 18, T. 34 S., R. 7 E., W.M., excepting therefrom those portions between survey station 1249+56.5 and survey 1252+88.5, and survey station 1265+50 and survey station 1269+00, length 12.437 miles, in Klamath County, being Oregon Federal Aid project. No. 83(6), consisting of 12.437 miles of roadway and no bridges, of more than 20 feet clear span,

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

16—11379

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of ~~Section~~ ~~of~~ said project shall not in any event exceed the sum of Fifty-nine thousand, five hundred seventy and 00/100 dollars ($59,570.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of Ninety-nine thousand, two hundred sixty-eight and 40/100 dollars ($99,268.40), the approved total estimated cost of ~~Section~~ ~~of~~ said project.

PAYMENTS

Article V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 529, laws 1939.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of MAY 25 1940, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
______
(Title of officer)

By ______
______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By W. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11370

FORM S-A-1 5M 3-37 R. H. BALDOCK

COMMISSIONERS

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. 83 (8) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $[illegible] as the total estimated cost of said project, and the sum of $[illegible] as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of MAY 25 1940 one thousand nine hundred and ______

Federal Works Administrator,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 10—10130

FORM 54A-G, 8M, 2-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

ROGERS CONSTRUCTION CO.

OREGON STATE HIGHWAY COMMISSION
SALEM

Klamath Falls Oregon
June 10 1940

IN REPLY PLEASE REFER TO FILE NO.

Mr J.B. Weaver
Resident Engineer
Klamath Falls Oregon.

Dear Sir,

Due to the fact that fines from the quarry we propose using for the second setup on the Agency - Modoc Point surfacing project have been condemned for usage in the work, thereby making it necessary to use gravel for the leveling course and shoulder base over that portion of the project (station 963 to station 1107) where it was intended that screen rejections would ~~has~~ be used, it is hereby agreed that we will absorb the additional haul involved and accept the normal haul from the sources set up in the contract in payment for the hauling of the materials involved.

Very truly yours,

ROGERS CONSTRUCTION COMPANY
by Chas McIvor

W. R. Rogers

Donald C. Rogers ✓

ROGERS CONSTRUCTION CO.

General Road Contractors

re: Shoulder Base Material
Agency - Modoc Point
Contract # 2237

Mr J.B.Weaver
Resident Engineer
Klamath Falls Oregon.

Dear Sir,

In exchange for permitting us to place the shoulder material between stations 1408 and 1484 from our present set-up at the Agency Quarry, thereby eliminating the necessity of bringing in an additional shovel and more trucks to the job, it is hereby agreed that we will absorb the additional haul involved and accept the normal haul from the more economical source (gravel pit opposite station 1280) in payment for the hauling of the materials involved.

Very truly yours,

ROGERS CONSTRUCTION COMPANY
by Chas McIver

NOTED

1940

NOTED

RECEIVED
SEP 11 1940
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

83-8

(Stencil 28)

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon FAP 83 (8)
Klamath Agency-Modoc Point
The Dalles-California Hwy.

April 9, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Sr. Highway Engineer

FORM 5-A-1 5M 3-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.

MAR 28

Klamath Falls
March 27 1940

FA 83-8

Mr W.H.Lynch, District Engineer
Public Roads Administration
Portland Oregon.

Dear Sir,

This is to advise that work on the Klamath Agency - Modoc Point surfacing project, FA 83 (8), State Highway contract # 2237, was started March 25th 1940.

Very truly yours,

J.B.Weaver

J.B.Weaver
Resident Engineer

cc
R.H.Baldock
H.G.Smith
W.E.Chandler

NOTED
Asst. State Highway Engineer

RECEIVED
JUL 22 1940
FOR FILING

83-8

February 3, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Crooked Creek-Modoc Point Section, Project No. FA 83 (8).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department　　　　Federal Aid Project No. 83 (8)

CROOKED CREEK-MODOC POINT SECTION

OF THE DALLES-CALIFORNIA HIGHWAY IN KLAMATH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 3, 1940

Surfacing and Oiling (Sta. 970+50 to 1634+46)

5,800	lin. ft.	Cable Guard Fence	$ 1.05	$ 6,090.00
150	only	Light Posts	1.50	225.00
20,000	cu. yds.	Material in Leveling Course and Shoulder Base	.20	4,000.00
50,000	yd. mi.	Hauling Leveling Course and Shoulder Base Material	.08	4,000.00
28,500	cu. yds.	4½" - 2" Rock in Base	.85	24,225.00
16,800	cu. yds.	3/4" - 6" Rock in Base and Shoulders	.90	15,120.00
3,960	M-gal.	Sprinkling	1.00	3,960.00
12.44	miles	Preparation of Base	100.00	1,244.00
8,900	cu. yds.	Mineral Aggregate in Place	2.15	19,135.00
624	tons	Asphalt in Place	15.50	9,672.00
166	tons	Emulsified or RC-3 Asphalt in Seal Coat	15.50	2,573.00
			Subtotal	$ 90,244.00
			10% Engr. & Cont.	9,024.40
			Total	$ 99,268.40

Length of Roadway　12.437 miles
Cost per mile　$ 7,981.69

Federal Aid Funds Requested- -$ 59,570.00
State Funds- 39,698.40

$ 99,268.40

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

13-8

February 1, 1940

Rogers Construction Co.
Box 509
Lakeview, Oregon

Gentlemen:

We acknowledge receipt of your letter of January 28th, regarding reinforcing in concrete posts for cable guard fence.

The references to wire, pages 5 and 6 of the special provisions for the Klamath Agency-Modoc Point Project, refer only to the kind and quality of material which may be used in the reinforcement in lieu of steel bars, and are not to be construed as referring to "wire mesh." Wire of the specified quality in 000 gauge is acceptable for use in the reinforcement.

Our standard design for the reinforcement does not state the number of rings or hoops to which the 3/8-inch wires or bars are to be welded. Three such rings or hoops are indicated on the design and it is our opinion that three such rings or hoops are desirable to obtain the rigidity called for by the specifications. The spacing of the rings might well be one at each end as indicated on the design, with a third ring halfway between the two.

We trust that this will give you the desired information.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

VGO'H:ER

W. R. Rogers

Donald C. Rogers

ROGERS CONSTRUCTION CO.
General Road Contractors

RECEIVED
JAN 31 19

Lakeview, Oregon,
January 28, 1940.

R. H. Baldock, State Highway Engineer,
Salem, Oregon.

Dear Sir:

Referring to the special provisions for Cable Guard Fence on our Klamath Agency-Modoc Point contract we note that it is permissible to use wire mesh in the concrete posts for reinforcing, but have no details covering the size or placing of this wire mesh.

Will you please furnish us with further information on this mesh so that we may compare costs of its use with bar reinforcement.

Also, in this same connection we are uncertain as to the number of rings required per post with bar reinforcement. This is not clearly shown on your post detail.

We will greatly appreciate this information at your earliest convenience.

Yours very truly,
Rogers Construction Company,
By Chas McIvor
Superintendent.

Answer to
Box 509 Lakeview Oreg.

83-8

November 28, 1939

UNITED PACIFIC INSURANCE COMPANY
c/o Jo Stroyan, Resident Agent
Board of Trade Building
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2237 which was awarded to Rogers Construction Company by the State Highway Commission on November 2, 1939, covering the surfacing and oiling of the Klamath Agency-Modoc Point Section of the The Dalles-California Highway, in Klamath County.

Inasmuch as you are surety for the contractor on this job, we are sending you this copy of the contract for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

83-8

November 28, 1939

ROGERS CONSTRUCTION COMPANY
Box C-4
Dayton, Wash.

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2237 which was awarded to you by the State Highway Commission on November 2, 1939, covering the surfacing and oiling of the Klamath Agency-Modoc Point Section of The Dalles-California Highway, in Klamath County.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

83-8

November 7, 1939

ROGERS CONSTRUCTION COMPANY
Box C-4
Dayton, Washington

Gentlemen:

We are sending you today by express four copies of Contract No. 2237, which was awarded to you on November 2, 1939, by the State Highway Commission, covering the surfacing and oiling of the Klamath Agency-Modoc Point Section of The Dalles-California Highway, in Klamath County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 5 (page 14) of the printed General Provisions relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance therewith.

Your attention is also called to the mimeographed page immediately preceding the colored pages and relating to the payment by the contractor of amounts due hospital associations, et cetera.

Yours very truly,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

83-8

November 3, 1939

Rogers Construction Company

Dayton, Washington

Gentlemen:

The State Highway Commission on November 2, 1939, awarded you the contract for 0.14 mile grading, 12.98 miles surfacing and oiling, and furnishing 8,800 cu. yds. crushed rock in stock piles on the Klamath Agency-Modoc Point Section of The Dalles-California Highway, in Klamath County. This award was based on your low bid of $103,662 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

AM

Secretary

cc - Mr. S. H. Probert
Mr. C. S. Paxson

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 13, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 83 (8), the Klamath Agency-Modoc Point Section of The Dalles-California Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

The title sheet shows the section as Lobert to Modoc Point. This should be the Klamath Agency-Modoc Point Section, as covered in the program and on the proposal. Also the solid line should show the entire project.

The estimate should show the section as Klamath Agency-Modoc Point instead of Crooked Creek-Modoc Point. Also the gross length and the lengths of the non-participating overcrossing and bridge should be shown on the project agreement estimate.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

Salem, Oregon
October 5, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate and three copies of right of way statement to accompany plans and specifications for the Crooked Creek-Modoc Point Section, Project No. FA 83 (8).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department   Federal Aid Project No. 83 (8)

CROOKED CREEK-MODOC POINT SECTION

OF THE DALLES-CALIFORNIA HIGHWAY IN KLAMATH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 5, 1939

Surfacing and Oiling (Sta. 970+50 to 1634+46)

5,800	lin. ft.	Cable Guard Fence	$ 1.00	$ 5,800.00
150	only	Light Posts	2.00	300.00
20,000	cu. yds.	Material in Leveling Course and Shoulder Base	.25	5,000.00
50,000	yd. mi.	Hauling Leveling Course and Shoulder Base Material	.10	5,000.00
28,500	cu. yds.	4½" - 2" Rock in Base (125)	1.00	28,500.00
16,800	cu. yds.	3/4" - 0" Rock in Base and Shoulders 125	1.00	16,800.00
3,960	M-gal.	Sprinkling	1.25	4,950.00
12.44	miles	Preparation of Base	200.00	2,488.00
8,900	cu. yds.	Mineral Aggregate in Place	2.10	18,690.00
624	tons	Asphalt in Place	18.00	11,232.00
166	tons	Emulsified or RC-3 Asphalt in Seal Coat	18.00	2,988.00
			Subtotal	$101,748.00
			10% Engr. & Cont.	10,174.80
			Total	$111,922.80

(150 SP)

Length of Roadway   12.437 miles
Cost per mile $ 8,999.17

Federal Aid Funds Requested- -	$ 67,160.00
State Funds- -	44,762.80
	$111,922.80

115000

CROOKED CREEK-MODOC POINT SECTION

PROJECT NO. FA 83 (8)

All necessary right of way has been required for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

October 6, 1939

CONTRACT [redacted] 2238

21-1207 Waldport Rock Production Project
Oregon Coast & Alsea Hwys. 1939

#2238

RECEIVED
NOV 12 1941
FOR FILING

21-1207

R

November 8, 1941

Great American Indemnity Company
Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We have received notice through the Secretary of State's office that the Shell Oil Company acknowledges receipt of payment in full on their claim in the amount of $267.02, filed with the state on April 11, 1941, against Gus Reichow for materials furnished him in connection with contract No. 2238, for the Waldport Rock Production Project on the Oregon Coast and Alsea Highways in Lincoln County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DCD:RS

cc - Gus Reichow
105 Third St.
Forest Grove, Oregon

NOTED
D. C. DeSart

November 8, 1941

Honorable Earl Snell
Secretary of State
Salem, Oregon

Dear Sir:

This will acknowledge receipt of your letter of November 5 transmitting satisfaction of claim filed with your office by the Shell Oil Company, in regard to their claim in the amount of $267.02, previously filed against Gus Reichow for materials furnished him on contract No. 2238 for furnishing crushed rock on the Waldport Rock Production Project on the Oregon Coast and Alsea Highways in Lincoln County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGD:RS

NOTED
D. C. DeSart

RECEIVED
NOV [illegible] - 1941
OREGON
STATE HIGHWAY COMMISSION

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

November 5, 1941

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Office Building
Salem, Oregon

Dear Mr. Glaisyer:

Enclosed is a copy of a letter from the Shell Oil Company asking that their claim against Gus Reichow in the amount of $267.02, filed April 11, 1941, be released as the amount has been paid.

Very truly yours,

Earl Snell

Secretary of State

S:FL

Enc.

REFERRED TO
[illegible]
BY SECRETARY

Prepare usual letter
to surety & contractor
also note on card

[illegible]

C O P Y

SHELL OIL COMPANY
Incorporated

1220 S. W. Morrison Street
PORTLAND, OREGON

November 3, 1941

Mr. Earl Snell
Secretary of State
Salem, Oregon

Dear Sir:

Re: Gus Reichow - State of Oregon Contract 2238

Refer please to our notice of claim dated April 3, 1941, sent to you by registered mail and which you acknowledged in your letter of April 11, wherein our claim was filed in the amount of $267.86 against the bond taken by Gus Reichow, principal, and Great American Indemnity Company, surety, for work on the Waldport rock production contract No. 238.

Inasmuch as our claim has now been paid in full, it is our desire that you release the claim originally filed.

Very truly yours,

SHELL OIL COMPANY
Incorporated

FJH: IC

FRANK J. HUBBER
Division Credit Manager

RECEIVED
APR 15 1941
FOR FILING

21-1207

April 15, 1941

Mr. Earl A. [illegible]
GREAT AMERICAN INDEMNITY COMPANY
Oregon Claim Department
409 Failing Building
Portland, Oregon

Dear Sirs:

In reply to your letter of April 14 you are advised as follows re Contract No. [illegible] with Gus [illegible] for the Waldport Rock Production Project, in Lincoln County:

This contract was accepted by the State Highway Commission on October 15, 1940.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

NOTED
D. G. DeSart

RECEIVED
APR 15 1941
OREGON
STATE HIGHWAY COMMISSION

JESSE S. PHILLIPS
CHAIRMAN OF THE BOARD

WILLIAM H. KOOP
PRESIDENT

Great American
Indemnity Company
New York

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

GEORGE E. KELLY
ASSISTANT MANAGER

PACIFIC DEPARTMENT
233 SANSOME STREET
SAN FRANCISCO, CAL.

OREGON CLAIM DEPARTMENT
409 FAILING BUILDING
ATWATER 7305

PORTLAND, OREGON

April 14th, 1941

Oregon State Highway Commission
Salem, Ore.

Gentlemen:

Will you please inform this office the final acceptance date of the State Highway Contract No. 2238 for the Waldport Rock Production Project on the Oregon Coast and Alsea Highways in Lincoln County?

Thanking you, I remain,

Yours very truly,

E Fewless

Earl A. Fewless

EAF/B

Accepted 10-15-40

RECEIVED
APR 14 1941
FOR FILING

21-1207

April 11, 1941

Shell Oil Company, Inc.
Portland, Oregon

Attention: Frank J. Hurner, Division Credit Manager

Gentlemen:

This acknowledges receipt of a carbon copy of your letter of April 8, 1941, directed to the Secretary of State, advising that you have a claim in the amount of $267.02 against the bond taken from the Great American Indemnity Company in connection with Mr. Gus Reichow's contract with the State Highway Commission for the Waldport Rock Production Project on the Oregon Coast and Alsea Highways, in Lincoln County, contract No. 2238.

In accordance with our usual practice we are today notifying the bonding company and the contractor that the claim has been filed.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AM

NOTED
D. G. DeSart

Honorable Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of April 11, 1941, with copies inclosed of a claim in the amount of $267.02 which has been filed by the Shell Oil Company against the bond taken from Gus Reichow in connection with his contract with the State Highway Commission, No. 2836, for the Waldport Rock Production Project on the Oregon Coast and Alsea Highways, in Lincoln County.

In accordance with our usual practice, we are today notifying the bonding company and the contractor that the claim has been filed.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

HBG:AM

April 11, 1941

Great American Indemnity Company
Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a claim in the amount of $267.02 which has been filed with the Secretary of State by the Shell Oil Company against the bond taken from Gus Reichow in connection with his contract with the State Highway Commission, contract No. 2238, for the Waldport Rock Production Project on the Oregon Coast and Alsea Highways, in Lincoln County.

This is being forwarded to you inasmuch as you appear surety on the bond furnished by the contractor and is for your records and files.

Very truly yours,
STATE HIGHWAY COMMISSION

By

HBG:AN Secretary

cc - Mr. Gus Reichow
105 Third Street
Forest Grove, Oregon

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

April 11, 1941

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There are enclosed for your information and files, three copies of a notice of claim by Shell Oil Company for $[illegible].0[illegible] against the bond taken from Gus Reichow, principal, and Great American Indemnity Company, surety, for work on the Waldport rock production project, contract 2236 which was received and filed in this office today.

Please acknowledge receipt of the copies.

Very truly yours,

Earl Snell

Secretary of State

[illegible]:M
Enc. 3

SHELL OIL COMPANY
INCORPORATED
PORTLAND, OREGON

April 8, 1941

State of Oregon
Mr. Earl Snell
Secretary of State
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, Shell Oil Company, Incorporated, has a claim for petroleum products delivered to Gus Reichow in the sum of $267.92 against the bond taken from Great American Indemnity Company by Gus Reichow, principal, for the Waldport rock production project on Oregon Coast and Alsea Highways in Lincoln County, designated as Oregon State Contract 2238.

This notice is being filed with you in accordance with provisions of Chapter 280, Oregon Laws 1931, which covers the procedure for filing claims against bonded contract jobs.

Will you kindly acknowledge receipt of this claim, stating that it has been properly filed?

Very truly yours,

SHELL OIL COMPANY,
Incorporated

ORIGINAL SIGNED BY
FRANK J. HURNER

FRANK J. HURNER
Division Credit Manager

FJH:GC
Encl.

cc-Mr. Gus Reichow, Forest Grove, Oregon
Great American Indemnity Company, % Harvey Wells-Reed Insurance Agency, Failing Building, Portland, Oregon
Oregon State Highway Commission, Salem, Oregon

SHELL OIL COMPANY
Incorporated
1220 S. W. Morrison Street
Portland, Oregon

April 8, 1941

State of Oregon
Mr. Earl Snell
Secretary of State
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, Shell Oil Company, Incorporated, has a claim for petroleum products delivered to Gus Reichow in the sum of $267.02 against the bond taken from Great American Indemnity Company by Gus Reichow, principal, for the Waldport rock production project on Oregon Coast and Alsea Highways in Lincoln County, designated as Oregon State Contract 2238.

This notice is being filed with you in accordance with provisions of Chapter 260, Oregon Laws 1931, which covers the procedure for filing claims against bonded contract jobs.

Will you kindly acknowledge receipt of this claim, stating that it has been properly filed?

Very truly yours,

SHELL OIL COMPANY,
Incorporated

FRANK J. HURNER
Frank J.Hurner
Division Credit Manager

RER:GC
Encl.

Endorsed: File No. 2982
Filed April 11, 1941
EARL SNELL,
Secretary of State

RECEIVED
NOV 27 1940
FOR FILING

21-1207

November 23, 1940

Mr. Gus Reichow
105 Third Street
Forest Grove, Oregon

Dear Sir:

At the meeting of the State Highway Commission held on October 11, 1940, the following action was taken in regard to your request for extension of time:

> "Gus Reichow, Contract No. 2238, for rock production on the Waldport Section of the Oregon Coast and Alsea Highways, in Lincoln County, requested an extension of time from May 31, 1940, to June 8, 1940, within which to complete this project. He gave no reason for failure to complete the work within the specified time limit. The Engineer advised that this contract was awarded on November 2, 1939, and that May 31, 1940, was specified as the date of completion of the project. He pointed out that the extension of time requested amounts to only 8 days and recommended, in view of the fact that failure of the contractor to complete the contract within the specified time limit did not inconvenience or discommode traffic and did not materially increase the state's expense for engineering supervision, that the extension of time requested be granted without penalty. The Commission approved the recommendation unanimously."

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

MEL

cc - F. D. Eason

RECEIVED
NOV 15 1940
FOR FILING

21-1207

November 14, 1940

Standard Oil Company of California

Portland, Oregon

Attention: Mr. J. D. Hartup

Gentlemen:

This will acknowledge receipt of your letter of November 13th and advise that final payment in the amount of $381.11 was mailed to Mr. Gus Reichow on October 21, 1940 for work performed on his Contract No. 2238.

Very truly yours,

Secretary

By

DGD/GM

NOTED
D. G. DeSart

STANDARD OIL COMPANY OF CALIFORNIA

SALES DEPARTMENT
E. V. BURNS
DISTRICT SALES MANAGER
T. F. GUNN
G. H. MOORE
L. M. BUSSERT
ASSISTANT DISTRICT SALES MANAGERS
F. J. WAYMIRE
ASSISTANT TO THE DISTRICT SALES MANAGER

OFFICE
9TH FLOOR PACIFIC BLDG.
520 S. W. YAMHILL STREET
P. O. DRAWER 950

PORTLAND, ORE.

Nov. 13, 1940

Gus Reichow
Contract #2238 - Waldport
Rock Production Project

Oregon State Highway Comm.
Salem, Oregon

Gentlemen:

Will you please inform us if final settlement has been made to Mr. Reichow, and if so, the date of final payment. If final settlement has not been made, will you please advise the approximate date that remittance will be sent.

Enclosed is a self-addressed envelope for your convenience in replying.

Very truly yours

STANDARD OIL COMPANY OF CALIFORNIA

By J D Hartup
Credit Division

JDH:LP

Final Warrant $381.11
mailed 10-21-40

REFERRED TO
DeSart
BY SECRETARY

Get me information for reply

SEE THE GOLDEN GATE INTERNATIONAL EXPOSITION · MAY 25 — SEPTEMBER 29, 1940

RECEIVED
SEP 23 1940
FOR FILING

27-1207

September 21, 1940

Great American Indemnity Co.
Harvey Wells-Reed Ins. Agency
Failing Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2236, for rock production on the Waldport Section of the Oregon Coast and Alsea Highways, in Lincoln County, has been completed by the contractor, Gus Reichow, and that final settlement will be made by the State with said contractor for work done under said contract on or after October 1, 1940.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $10,548.50, including the final payment. Of this amount $49.81 was for force account work.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

NOTED
D. G. DeSart

RECEIVED
SEP 19 1940
FOR FILING

21-1207

September 18, 1940

Mr. Gus Reichow,
105 Third Street
Forest Grove, Oregon

Dear Sir:

Receipt is acknowledged of your letter of recent date inquiring why you have not received final payment under State Highway Contract No. 2238, which is the Waldport Rock Production Project in Lincoln County.

Final payment is being held up pending formal acceptance by the State Highway Commission of this job. The Commission will probably make such acceptance of the project at its next meeting, which is scheduled for October 10 and 11. Warrant covering the final voucher will be mailed to you as soon thereafter as possible.

Yours very truly,

DGD:MC

Secretary

RECEIVED
SEPT 18 1940

Forest Grove, Oregon
Sept. 14, 1940

RECEIVED
17 1940
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon.

Dear Sirs:

Sometime ago I sent a letter to the State Highway Commission regarding my final estimate on the Waldport Rock production Project. Contract No. 2238 and recieved a reply stating that I should send a waiver from the surety company regarding the overrun on the time limit from May 31 to June 8th. I have complied with this request and as yet I have not recieved any final estimate. Just what is wrong the job has been completed satisfactory to the engineer in charge. It seems like an unnecessary delay in concluding this job. Please let me know soon what is the trouble.

Yours truly
Gus Reichow

R.W.

RECEIVED
SEP 13 1940
FOR FILING

21-1207

September 12, 1940

Shell Oil Company
1220 S. W. Morrison St.
Portland, Oregon

Gentlemen:

This will acknowledge receipt of your letter of September 10th, and advise that the Gus Reichow contract No. 2238 has not yet been accepted by the Commission, but it is anticipated that it will be on the agenda for acceptance at their next regular meeting on October 10th.

Mr. Reichow has approximately $375.00 still due him, which amount cannot be paid until after acceptance of his contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

By

DCD:RS

Secretary

HELL OIL COMPANY
INCORPORATED
1220 S.W. MORRISON STREET
PORTLAND, OREGON
TELEPHONE ATWATER 1821

RECEIVED
1 2 1940
ORE
STATE HIGHWAY COMMISSION

Appx 375
[illegible]

September 10,1940

regon
partment
gon

Mr. Glaisyer

You advised us on July 17 that Gus contract #2238 was completed June 8 but not accepted by the Oregon State Highway Commission.

Has the acceptance date of this contract been established yet? Also will you please advise us if Mr. Reichow has already been paid the full amount of this contract? If not, what is the amount yet due him?

A self-addressed stamped envelope is enclosed.

Yours very truly,

SHELL OIL COMPANY,
Incorporated

FRANK J. HORNER
Division Credit Manager

RER:BT
encl.

RECEIVED
SEP 12 1940
OREGON
STATE HIGHWAY COMMISSION

SHELL OIL COMPANY
INCORPORATED
1220 S.W. MORRISON STREET
PORTLAND, OREGON

TELEPHONE ATWATER 7331

September 10,1940

State of Oregon
Highway Department
Salem, Oregon

Attention: Mr. Glaisyer

Gentlemen:

You advised us on July 17 that Gus Reichow's contract #2238 was completed June 8 but not accepted by the Oregon State Highway Commission.

Has the acceptance date of this contract been established yet? Also will you please advise us if Mr. Reichow has already been paid the full amount of this contract? If not, what is the amount yet due him?

A self-addressed stamped envelope is enclosed.

Yours very truly,

SHELL OIL COMPANY,
Incorporated

FRANK J. HURNER
Division Credit Manager

RER:BT
encl.

RECEIVED
AUG 29 1940
FOR FILING

21-1207

August 22, 1940

Mr. Gus Reicjow
105 Third Street
Forest Grove, Oregon

Dear Sir:

This will acknowledge receipt of your letter of August 22 and advise that the final estimate on your contract NO. 2238 is being held pending receipt of your request for an extension of time for overrunning your completion date, and the consent of the surety to this extension.

As soon as these letters are received and passed on by the Commission your final voucher will be prepared.

A warrant for payment of the semi-final estimate was mailed to you on July 30. Please let us know if you have not received this warrant.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

DOD:MBL

Aug 22, 1940
Forest Grove, Oregon

RECEIVED
21 1940
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
319 State Office Building
Salem, Oregon

Dear Sirs:

I wonder if you have overlooked my final estimate on the Waldport Rock Production Project, contract no. 2236. The job has been completed since June 8th and it has been over 60 days since I have recieved any word regarding this project. I will appreciat having this settled as soon as you can check on it.

S.F. [illegible] 7-30-40

Yours truly
Gus Reichow
105 3rd St.
Forest Grove, Oregon.

* 2238 completed 6/8
final [illegible] and [illegible]

REFERRED TO [illegible]
BY SECRETARY

[illegible]
prepared [illegible]
[illegible]

4M

RECEIVED
JUL 25 1940
FOR FILING

21-1287

July 24, 1940

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells-Dodd Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We have today received notice from the Waldport Lumber Company that their claim of $7.08 against Mr. Gus Reichow on Contract No. 2238 has been paid in full.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

DGD:MBL

cc - Gus Reichow
105 - 3rd Street
Forest Grove, Oregon

RECEIVED
JUL 25 1940
FOR FILE

21-1207

July 24, 1940

WALDPORT LUMBER COMPANY
Waldport, Oregon

Gentlemen:

This will acknowledge receipt of your note of July 20 on your carbon copy of our letter of July 15 to the Great American Indemnity Company, receipting payment from Gus Reichow in the amount of $7.08, being payment in full of your bill against him and his surety, Great American Indemnity Company, in connection with Contract No. 2238 for production of crushed rock on the Waldport Section of the Oregon Coast and Alsea Highways, in Lincoln County.

Thanking you for this information, I remain

Very truly yours,

Secretary

DGD:MEL

CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
HURON W. CLOUGH, CANYONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

RECEIVED
JUL 24 1940
OREGON
STATE HIGHWAY COMMISSION

July 15, 1940

IN REPLY PLEASE
REFER TO FILE NO.

Great American Indemnity Co.,
Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We are in receipt of information to the effect that the Waldport Lumber Company has a claim in the amount of $7.00 against Gus Rischew, said claim representing the balance due for lumber furnished Mr. Rischew in connection with State Highway Contract No. 2238 covering production of crushed rock for the Waldport Section of the Oregon Coast and Alsea Highways, in Lincoln County.

This information is given you as you appear as surety on the bond furnished by Mr. Rischew in connection with this project.

Yours very truly,

H B Glaisyer

Secretary

HBG:MC

✓ cc - Gus Rischew
105 Third St.
Forest Grove, Oregon

The above amount is
Paid in full
July 20-40
WALDPORT LUMBER COMPANY
WALDPORT, OREGON
E. Bosley

REFERRED TO
~~[illegible]~~
BY SECRETARY

acknowledge rec'd
notify Bonding Co & Contractor also
record on card.
HBG

/

RECEIVED
JUL 19 1940
FOR FILING
21-1207

July 17, 1940

Shell Oil Company
1220 S. W. Morrison St.
Portland, Oregon

Gentlemen:

This will acknowledge receipt of your communication of July 16, and advise that the Gus Reichow contract No. 2238, was completed June 8, 1940, and has not yet been accepted by the Oregon State Highway Commission.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGD:RS

SHELL OIL COMPANY
INCORPORATED
1220 S.W. MORRISON STREET
PORTLAND, OREGON

TELEPHONE ATWATER 7321

RECEIVED
JUL 17 1940
STATE HIGHWAY COMMISSION

July 16, 1940

State of Oregon
Highway Commission
Salem, Oregon

Attention: Mr. Glaisyer

Gentlemen:

Re: Gus Reichow
Contract No. 2238

It is our understanding that the above contract has been completed. Will you kindly furnish us with completion and acceptance dates of this job?

Very truly yours,

SHELL OIL COMPANY
Incorporated

FRANK J. HURNER
Division Credit Manager

RER:GC

Completed 6-8-40
no Acceptance

[illegible]
[illegible]
[illegible]

R. H. Baldock

21-1207

RECEIVED
JUL 2[illegible] 1940
FOR FILING

July 15th, 1940

NOTED
State Highway Engineer

FINAL COST ANALYSIS
Waldport Rock Production
Oregon Coast and Alsea Highways

Contract #2238
Gus Reichow, Contractor

Prefix 21-1207
S. F. Walters, Resident Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
3/4"-1/2" Cr. Rock in S.P.	$3,712.34	2,664.8 cu. yd.	1.393	1.22	$3,251.06
1/2"-1/4" " " " "	2,736.60	1,964.4 " "	1.393	1.22	2,396.57
1/4"-#10 " " " "	1,880.68	1,350.0 " "	1.393	1.22	1,647.00
Haul Cr. Rock, Pile Meas.	1,845.28	33,476 yd. mi.	0.055	0.07	2,343.32
Cl. & Gr. S.P. Sites	1,165.04	All			450.00
Level S.P. Sites	53.11	"			100.00
Woven Wire Fencing	259.72	109.42 Rods	2.37	1.49	163.04
" " Gates	51.24	4 each	12.81	10.00	40.00
Screen Rejects	185.15	740.6 cu. yd.	0.25	0.25	185.15
PA #1 Quarry Run Waste Rock in Place	41.44	129.5 cu. yd.	0.32	0.32	41.44
Force Account	49.81				49.81
	$11,980.41				$10,667.39

Total Cost	$11,980.41
Gross Revenue	10,667.39
Net Loss	$1,313.02

Net Loss Equals 12.3% of Gross Revenue

Waldport Rock Production

Detail of Cost

Labor:			
Supervision, Gus Reichow		$900.00	
Labor		4,588.46	
State Industrial Accident Insurance		444.95	
Unemployment & Social Security		183.53	
			$6,116.94
Materials:			
Gates		$20.00	
Wire	109.42 Rods at $0.60	65.20	
Cedar Posts	145 Each at 0.25	36.20	
			121.40
Equipment Rental, Small Tools & Misc. Supplies:			
Hired Equipment		$2,618.66	
Equipment Rental		1,495.20	
Gas, Oil and Grease		1,470.97	
Explosives		1,034.79	
Small Tools & Misc. Supplies		431.37	
Overhead Expense		225.00	
Lumber		202.25	
Bond		106.67	
			7,584.91
			$13,823.25
Less 43% of the cost of setting up and drilling and shooting			1,842.84
			$11,980.41

Breakdown of Crushing Costs

	Total Cost	Total Yardage	Unit Cost
Move In and Set Up	$1,522.48	10,479.2 cu. yd.	$0.145
Drill and Shoot	2,763.18	" " "	0.264
Load & Haul to Plant	2,026.95	5,979.2 " "	0.339
Crush	3,371.82	" " "	0.564
Stockpile	256.31	" " "	0.043
Supervision & Overhead	226.80	" " "	0.038
	$10,167.54		$1.393

The contractor secured an additional order of 4,500 cu. yds. of rock from Lincoln County. The rock was taken from the same quarry, and the same set-up was used. The cost of setting up and drilling and shooting on the state contract were decreased proportionally therefore.

Waldport Rock Production

REMARKS:

This contract was bid and awarded November 2nd, 1939. Clearing and grubbing of stockpile sites was started December 1st; the plant set-up was started February 19th; crushing March 25th, and the contract was completed June 8th, 1940.

The crushing plant consisted of a 15 x 30 jaw crusher, 9 x 21 jaw recrusher, 2' x 4' screen, elevating buckets, oil rock screen and 2 - 60 h.p. stove oil motors. A 3/8 cu. yd. shovel and one small truck were used to get material to the plant, and two small dump trucks hauled the rock to stockpile. Water for washing was pumped 2000 feet.

A high percent of loss was sustained on this contract due to inefficient handling of the clearing, excessive supervision and the use of old type crushers which permitted an average production of only 14 cu. yd. an hour, although the quarry rock broke into about 14" minus when shot. Fortunately for the contractor he received an additional order of 4,500 cu. yd. from Lincoln County, the material to be taken from the same quarry. This additional order will enable him to break even on the combined work.

E. H. Clymer
Cost Analyst

By . . J. D. Nelson

RECEIVED
JUL 17 1940
FOR FILING

21-1207

July 15, 1940

Waldport Lumber Company,
Waldport, Oregon

Attention: E. Braley

Gentlemen:

This acknowledges receipt of your letter of July 11 advising me of your claim against Gus Riechow in the amount of $7.08, representing the balance due you for material furnished Mr. Riechow in connection with his contract with the State Highway Commission for the production of crushed rock for the Waldport Section of the Oregon Coast and Alsea Highways in Lincoln County, contract No. 2238.

In connection with all state highway contracts the successful bidder is required to furnish the State a surety bond for the protection of claims. Such a bond was furnished by Mr. Riechow in connection with this job and was written by the Great American Indemnity Company for whom Harvey Wells-Reed Insurance Agency are the local representatives with offices in the Failing Building, Portland. This bond is offered you for the protection of your claim and I would suggest that you bring your claim to the attention of the Harvey Wells-Reed Agency. I would also suggest that you file notice thereof with the Secretary of State in accordance with Chapter 517, Oregon Laws, 1939 copy of which is enclosed.

In accordance with our usual practice, we are today notifying the bonding company of this claim and we trust that you will receive satisfaction in the near future.

Yours very truly,

HBG:MC

Secretary

DeSaint

record

NOTED
B.G. DeSaint

July 15, 1940

Great American Indemnity Co.,
Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We are in receipt of information to the effect that the Waldport Lumber Company has a claim in the amount of $7.00 against Gus Riechow, said claim representing the balance due for lumber furnished Mr. Riechow in connection with State Highway Contract No. 2236 covering production of crushed rock for the Waldport Section of the Oregon Coast and Alsea Highways, in Lincoln County.

This information is given you as you appear as surety on the bond furnished by Mr. Riechow in connection with this project.

Yours very truly,

HDG:MC

Secretary

cc - Gus Riechow
105 Third St.
Forest Grove, Oregon

#2238

Waldport Lumber Company
Lumber and building Materials
Waldport, Oregon

RECEIVED
JUL 13 1940
OREGON
STATE HIGHWAY COMMISSION

July 11-40

This bill was Lumber used to set up bunkers used for crushed rock furnished to State by Reichow.

Gentlemen —

We are writing for information regarding collection of our lumber bill from Mr. Gus Reichow operator of a rock crusher at Seal Rocks, Ore. It is our understanding that the state lends assistance in collecting private bills like ours from Contractors like Reichow who fail to pay.

Mr. Reichows acct dates back to 12-14-39 and ends 5/8/40 at which time he owed us $187.08 on 6-3-40 we received a check for $180.00 - Since that time he has owed the balance of $7.08 —

Would you please instruct us how to take advantage of your help in collecting this balance — yours truly

WALDPORT LUMBER COMPANY
WALDPORT, OREGON
E. Braley

ANSWERE
B. GLAIS

RECEIVED
JUL 15 1940
FOR FILING

21-1207

RECEIVED
JUL 15 1940
OREGON
STATE HIGHWAY COMMISSION

JESSE S. PHILLIPS
CHAIRMAN OF THE BOARD

PACIFIC DEPARTMENT

WILLIAM H. KOOP
PRESIDENT

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

Great American
Indemnity Company
New York

233 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE EXBROOK 0360

HARVEY WELLS - FRED C. REED
GENERAL AGENTS
412 FAILING BUILDING

PORTLAND, OREGON

July 13th, 1940

Oregon State Highway Commission
Salem, Oregon.

Gentlemen:

We wish to thank you for your letter of July 11th advising that semi-final payment will be made on or about July 22, 1940 to Gus Reichow on contract #2238, Waldport Rock Production Project, on the Oregon Coast and Alsea Highways in Lincoln County.

Very truly yours,

HARVEY WELLS-REED INSURANCE AGENCY

By Fred Reed

fcr/s

D.G. DeSart

RECEIVED
JUL 12 1940
FOR FILING

21-1207

July 11, 1940

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Gus Reichow on Contract No. 2238, Waldport Rock Production Project, on the Oregon Coast and Alsea Highways, in Lincoln County. This payment will be made on or after July 22,1940.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

DOD:MEL

Form E-1—5M—9-39

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 29, 1940, 19

Section Waldport

Highway Oregon Coast & Alsea

Contractor Gus Reichow

Date of contract Nov. 2, 1939, 19

Date work started Nov. 2, 1939, 19

Amount of contract $10,328.80

Kind of work Rock Production

Section prefix 21-1207

Contract number 21-1207

Date of completion May 31, 1940, 19

Estimated date of completion , 19

Per cent of time elapsed 107 %

Estimated cost of completed project, exclusive of engineering $10,635.69

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $1000, 10 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Final Report

Completed measuring stockpiles Monday and completed final for shipment Monday.

NOTED
RAY WEB

Signed Samuel S Wallis

Address Box 62, Corvallis

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed		Completed			
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
JUN 25 1940
FOR FILING

21-1207

June 24, 1940

Harvey Wells-Reed Insurance Agency
412 Failing Building
Portland, Oregon

Attention: Fred C. Reed

Gentlemen:

Reply is made to your letter of June 14 in regard to the claim of one Charles Hoyt against contractor Gus Reichow in connection with state highway contract No. 2238 for the production of rock for the Waldport Section of the Oregon Coast and Alsea Highways, in Lincoln County.

Mr. Hoyt has not as yet filed a formal claim with this department which is the reason that you have not previously been notified of the same. The only information that we have of the claim is from a telephone conversation with Mr. Hoyt on June 4. The nature of the claim and the amount of the same were not given us.

It is our practice to notify the bonding companies when claims are filed against state highway contracts. However, we did not do so in this particular instance for the reason that the notice of claim was filed in an informal manner although we did make a memorandum of the telephone conversation in our records which accounts for the fact that it was mentioned in the status report recently sent you.

Sometimes creditors get a little uneasy about the contractors' accounts and request information to protect them from loss. It may be that Mr. Hoyt is in this category. Anyway he has not filed a formal claim and it may be that the account is settled.

Thanking you for your inquiry, I remain

Very truly yours,

HBG:AM

Secretary

JESSE S. PHILLIPS
CHAIRMAN OF THE BOARD

WILLIAM H. KOOP
PRESIDENT

PACIFIC DEPARTMENT

**Great American
Indemnity Company
New York**

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

HARVEY WELLS - FRED C. REED
GENERAL AGENTS
412 FAILING BUILDING

233 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE EXBROOK 0360

PORTLAND, OREGON

RECEIVED
15 1940
STATE HIGHWAY COMMISSION

June 14, 1940

Oregon State Highway Commission
Salem, Oregon

Re: Contract No. 2238
Waldport Rock Production,
Lincoln County
Contractor: Gus Reichow

Gentlemen:

We are just in receipt of a status report from you on the above project in which it is indicated that one claim has been made in connection with this contract, that of Chas. Hoyt.

This appears to be our first advice as to such a claim although we are usually furnished with a copy of any claims that are filed. We are wondering if the information is correct and, if so, would you kindly furnish us the details?

Very truly yours,

HARVEY WELLS-REED INSURANCE AGENCY

By Fred C Reed.

FCR/bs

REFERRED TO [illegible]
BY SECRETARY

What are the facts.

ANSWERED
H. B. GLAISYER

RECEIVED

21-1207

June 4, 1940

Mr. Charles Hoyt,
Silverton, Oregon

Dear Sir:

The following information concerning the Gus Riechow contract No. 2238 with the State Highway Commission is given you in response to your telephone request of this date:

The contract referred to covers the furnishing of crushed materials, in stock piles, for the Waldport Section of the Oregon Coast and Alsea Highways, in Lincoln County. The amount of this contract is $10,328.80. According to the latest available information the job was approximately 75 per cent complete on May 15. Mr. Riechow had earned up to that date the sum of $7,524.50 and we have paid to him the sum of $3,669.08. There is now in process of payment Estimate No. 3 in the amount of $3,855.42 which, we anticipate, will be paid within the next two weeks.

In connection with this job Mr.Riechow furnished the State a surety bond to insure the payment of all just dues and demands and debts incurred against the project. This bond was written by the Great American Indemnity Company for whom Harvey Wells-Reed Insurance Agency are the local representatives with offices in the Failing Building, Portland. I would suggest that you file your claim with this bonding company in the event that you do not secure satisfaction otherwise and would also suggest that you file notice thereof with the Secretary of State in accordance with the provisions of Chapter 517, Oregon Laws, 1939, a mimeographed copy of which is enclosed.

NOTED
D.G. DeSart

Yours very truly,

Secretary

HBG:MC
encl.

Mr. Gus Reichow has only o contract #2238
Waldport Rock Production Project
Amount of contract $10,328.80
Completion date spec. 5-31-40 est. 6-10-40

Work done to 5-15-40 est. #3

Earned	7,524.50
Retained	774.66
Paid (incl.3,855.42 in 10 day)	6,749.84

7524.50
3855.42
3669.08

REFERRED TO
BY SECRETARY

see me re this memo

Chas Hoyt Silverton

Reichow

send dope

REFERRED TO DeHart
BY SECRETARY

See me re this memo

RECEIVED
JUN 1 1940
FOR FILING

21-1207

May 31, 1940

SHELL OIL COMPANY
1220 S.W. Morrison Street
Portland, Oregon

Attention Frank J. Hurner

Gentlemen:

In response to your inquiry of May 29 concerning the Gus Risher Contract No. 2238 - Waldport Rock Production Project - you are advised that this project is 72% completed. The amount eqrned to date is $7,524.50; the amount paid $6,749.84; and the retained percentage amounts to $774.66. The date set in the contract for the completion of this job is May 31, 1940.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

JM:MEL

RECEIVED
[illegible] 31 [illegible]
OREGON
STATE HIGHWAY COMMISSION

SHELL OIL COMPANY
INCORPORATED
1220 S.W. MORRISON STREET
PORTLAND, OREGON

TELEPHONE ATWATER 7321

May 29, 1940

State of Oregon
Highway Commission
Salem, Oregon

Attention: Mr. Glaisyer

Gentlemen:

Re: Gus Reichow - Contract 2238 - Lincoln Co

Will you please give us a progress report on this job stating the approximate percentage of work completed and the estimated completion date?

Very truly yours,

SHELL OIL COMPANY,
Incorporated

FRANK J. HURNER
Division Credit Manager

RER:GC

REFERRED TO [illegible]
BY SECRETARY

[illegible]

To May 15 = 72%
E. $7,524.50
R. $774.66
Pd - $6,749.84

21-1207

December 5, 1939

Mr. Gus Reichow,
105 Third St.,
Forest Grove, Oregon

Dear Sir:

This acknowledges your letter of December 4 requesting an extra copy of the Waldport Rock Production Project which was awarded to you by the State Highway Commission on November 2, 1939.

I am forwarding such extra copy to you today. There is no charge for the same so I am returning to you, herewith, your check in the amount of $1.00, drawn on The Forest Grove National Bank.

Yours very truly,

Secretary

HBG:MC
encl.

Being sent today M.C.

Forest Grove Oregon
December 4, 1939

State of Oregon
Highway Commission
Salem, Oregon.

Dear Sir:

I understand that I can recieve an extra copy of the Waldport Rock Production Project by sending in a remittance of $1. I am enclosing a check for that amount and if I should be wrong let me know the correct amount. As I was awarded the contract on that project I find I have use for another copy.

Yours truly
Gus Reichow
105 3rd ST.
Forest Grove, Oregon.

ANSWERED
H. B. GLAISYER

RECEIVED
DEC 5 - 1939
STATE H[illegible] COMMISSION

21-1207

November 20, 1939

Mr. Gus Reichow
105 Third Street
Forest Grove, Oregon

Dear Sir:

We are sending to you today, by express, a fully executed copy of Contract No. 2238 which was awarded to you by the State Highway Commission on November 2, 1939, for furnishing crushed rock in stock piles on the Waldport Rock Production Project on the Oregon Coast and Alsea Highways, in Lincoln County. This is for your records and files.

Very truly yours,

JM:AM

Secretary

21-1307

November 20, 1939

Harvey Wells-Reed Insurance Agency
Great American Indemnity Company
Failing Building
Portland, Oregon

Gentlemen:

We are sending to you today, by express, a fully executed copy of Contract No. 2238 which was awarded to Gus Reichow on November 2, 1939, for furnishing crushed rock in stock piles on the Waldport Rock Production Project on the Oregon Coast and Alsea Highways, in Lincoln County.

This is being sent to you inasmuch as you appear surety on the bond furnished by the contractor, and is for your records and files.

Very truly yours,

JM:AM

Secretary

[illegible] 1939 [illegible]

21-1207

November 7, 1939

Mr. Gus Reichow
105 Third Street
Forest Grove, Oregon

Dear Sir:

We are sending you today by express four copies of Contract No. 2238, which was awarded to you by the State Highway Commission on November 2, 1939, covering the furnishing of crushed rock in stock piles on the Waldport Rock Production Project, in Lincoln County, on the Oregon Coast and Alsea Highways.

Please execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files.

Your special attention is called to the paragraph under Section 5 (page 14) of the printed General Provisions relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the paragraph on the mimeographed page immediately following page No. 19 of the mimeographed Special Provisions, relating to the payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

November 3, 1939

24-1207

Mr. Gus Raichow
Forest Grove, Oregon

Dear Sir:

The State Highway Commission on November 2, 1939, awarded you the contract for furnishing 6,000 cu. yds. crushed rock in stock piles on the Waldport Rock Production Project on the Oregon Coast and Alsea Highways, in Lincoln County. This award was based on your low bid of $10,328.80 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary

AM

cc - Mr. S. H. Probert
Mr. G. S. Paxson

CONTRACT# 2239

FA 303-A-1 Butteville Rd.-White School 1939
Sec., W. Portland-Hubbard
#2239 Hwy. (Paving)

RECEIVED
FEB 2 1941
FOR

303-a-1

February 26, 1941

Mr. E. L. McDougal
1401-1437 American Bank Building
Portland, Oregon

Dear Sir:

Re your inquiry of February 20:

This will advise that State Highway Contract No. 2239 with Roy L. Houck, for paving on the Butteville Road-White School Section of the West Portland-Hubbard Highway, in Marion County, was completed by the contractor on August 31, 1940, and accepted by the Commission on October 11, 1940. Final payment was made Dec. 11, 1940.

The Great American Indemnity Company, represented by Harvey Wells-Reed Insurance Agency, with offices in the Failing Building, Portland, carried the contractor's bond on this job.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

DGD:mbl

NOTED
D. G. DeSart

RECEIVED
NOV 25 1940
FOR FILING

303-A-1

November 23, 1940

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2239, for paving the Butteville Road-White School Section of the West Portland-Hubbard Highway, in Marion County, has been completed by the contractor, Roy L. Houck, and that final settlement will be made by the state with said contractor, for work done under said contractor, on or after December 3, 1940.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $116,900.62, and that no force account work was performed therein.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DOD:MBL

NOTED
D. G. DeSart

303-A-1

RECEIVED
DEC 2 1940
FOR FILING

R. H. Baldock

No[illegible]ber 22nd, 1940

FINAL COST ANALYSIS
Paving

~~Butteville Road-White School~~
Contract No. 2239

West Portland-Hubbard Highway
Prefix 24-1018

Roy Houck, Contractor
H. S. Swart, Resident Engineer

Item	Cost	Quantity	Unit	Unit Cost	Unit Bid	Gross Revenue
Excavation, Single Class	$324.50	987.7	Cu. Yd.	$0.32	$0.20	$197.54
Shaping of Roadbed	949.50	All			500.00	500.00
12" Concrete Pipe	61.13	123	Lin. Ft.	0.50	0.50	61.50
3"-0" Mat'l in Base	21,047.31	30,611	Cu. Yd.	0.69	0.70	21,427.70
3/4"-0" Mat'l in Shldr. and Surf.	2,883.68	2,004	" "	1.44	1.50	3,006.00
3/4"-0" Cushion Course	2,348.81	1,384	" "	1.69	1.50	2,076.00
Portland Cement Concrete Pavement	76,246.08	55,172	Sq. Yd.	1.382	1.55	85,516.60
Expansion Joints	455.52	4,182	Lin. Ft.	0.11	0.15	627.30
Contraction Joints	715.64	28,833	" "	0.025	0.03	864.99
Dowels	817.85	4,341	Only	0.19	0.20	868.20
Tie Bars & Reinforcement	1,091.46	25,655	Lbs.	0.043	0.06	1,539.30
*Min. Agg. in Place	734.40	240	Cu. Yd.	3.06	3.00	720.00
*Tar in Place	572.44	28.06	Tons	20.40	20.00	561.20
PA #1, 18" Conc. Pipe	46.25	33	Lin. Ft.	1.50	2.00	66.00
Cement Adjustment	________	560.25	Bbl.	Deduct	2.02	- 1,131.71
	$108,294.57					$116,900.62

* Sub-contracted to Portland Road & Driveways Co.

Gross Revenue	$116,900.62
Total Cost	108,294.57
Net Profit	$8,606.05

Net Profit Equals 7.4% of Gross Revenue

Butteville Road-White School

Detail of Cost

Labor:

Supervision	$1,506.24	
Labor	22,246.15	
State Industrial Accident Insurance	1,543.91	
Social Security & Unemployment Insurance	950.10	$26,246.50

Material:

3/4"-0" Crushed Gravel	3,052	cu. yds. at $0.90 at Rigdon's Plant	$2,746.80	
12" Concrete Culv. Pipe	123	lin. ft. at 0.32	39.36	
18" " " "	33	" " " 0.82	27.06	
3"-0" Royalty at Rigdon's Pit	20,783	cu. yd. at 0.15	3,117.45	
3"-0" " " Ferguson's Pit	9,828	cu. yd. at 0.05	491.40	
Portland Cement	16,550.75	bbls. at 1.90	31,446.43	
3/4"-7" Expansion Joints	4,182	lin. ft. at 0.0844	352.96	
¼"x2" Contraction Joints	28,833	" " " 0.0087	250.85	
Dowels	4,341	at 0.1175	510.07	
Sleeves	4,182	" 0.035	146.37	
Concrete Aggregate	13,889	cu. yd. at 0.75 In Trucks at Rigdon's Plant	10,416.75	
Reinforcing Steel	25,655	lbs. at 0.0342	877.40	50,422.90

Equipment Rental & Misc. Supplies:

Equipment Rental (Including Repairs)	$13,938.00	
Gas, Oil and Grease	7,579.23	
Form Lumber	1,537.59	
Cotton Mats at $0.015 per sq. yd. of Pavement	827.58	
Small Tools & Misc. Supplies	2,178.82	
Office	121.67	
Bond	1,167.54	
Public Liability Insurance	262.46	
Home Office & Gen. Overhead 2% of Gross Revenue	2,360.68	
Batch Plant Materials	370.40	30,343.97

Sub-Contractor:

Mineral Aggregate in Place	240	cu. yd. at $3.00	$720.00	
Tar in Place	28.06	Tons at 20.00	561.20	1,281.20
				$108,294.57

Butteville Road-White School

Concrete Paving Costs

	Cost	Sq. Yds.	Cost per Yard
Fine Grading	$2,614.60	55,172	$0.048
Forms	5,331.77	"	0.097
Batch Plant & Batching	3,931.36	"	0.071
Aggregate at Plant Stockpile	14,181.26	"	0.257
Move Aggregate to Batch Plant	1,679.35	"	0.030
Haul Batched Mat'ls to Mixer	2,645.90	"	0.048
Portland Cement At Batch Plant	33,433.65	"	0.606
Mix, Lay and Finish	3,899.89	"	0.071
Water, Including Hauling	364.18	"	0.007
Curing	1,724.01	"	0.030
Clean Up	367.97	"	0.007
Supervision, Bond, Office & General Overhead	6,072.14	"	0.110
	$76,246.08	55,172	$1.382

A new Koehring dual drum 7-sack mixer was used on this contract, and it was operated 137 hours and averaged 403.7 sq. yds. per hour. The cement was purchased in bulk at Oswego for $1.90 and hauled to the job by the contractor at a cost of $0.12 per bbl. For this purpose specially constructed 30 bbl. steel drums were used. The drums were unloaded from the trucks and elevated to the batcher by a D-8 cat and derrick. The aggregate was purchased at Rigdon's Barlow plant for $0.75 in trucks and hauled 4.2 miles to the job by the contractor. The cost of hauling and stockpiling the aggregate was $0.27 per cu. yd. The average haul from the batch plant to the mixer was 1.0 mile.

Butteville Road-White School

REMARKS:

This contract, which required the surfacing and paving of 4.05 miles, was bid on November 2nd, 1939. The contractor started work on November 12th and completed August 31st, 1940.

During the fall of 1939 the contractor placed 9,769 cubic yards of 3"-0" Pit run gravel base on the road or in stockpile on the job. The material was secured from the Ferguson pit situated on Pudding River about two miles from the north end of the job. The work was suspended on December 1st and resumed April 15th, 1940. The remaining 20,932 cubic yards of base rock were loaded by the contractor at the Rigdon pit near Barlow and hauled an average of 4.2 miles to the job.

For the paving work the contractor erected a batching plant at the center of the job. The aggregate was purchased at Rigdon's plant and hauled and stockpiled by the contractor. The cement was purchased in bulk at Oswego and hauled to the job by the contractor. Specially constructed steel drums having a capacity of 30 bbls. were used for transporting the cement, and these drums were unloaded from the trucks and emptied into the batch plant through the use of a D-8 cat and a derrick. A new Koehring dual drum 7-sack paver was used on this contract, and it was operated 137 hours and averaged 403.7 sq. yds. per hour. A Johnson Mechanical Bullfloat was used on finishing. Two trucks equipped with 1000-gal. tanks supplied water to the paver and also sprinkled the cotton mats used for curing.

The contractor made a fair profit on the job due to the excellent equipment and to good supervision. All hauling on this job was done with the light trucks owned by the contractor.

R. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
NOV 22 1940
FOR FILING

303-A-1

November 22, 1940

SHELL OIL COMPANY
1220 S. W. Morrison Street
Portland, Oregon

Attention Frank J. Hurner, Division Credit Manager

Gentlemen:

In reply to your inquiry of November 20 you are advised that State Highway Contract No 2239 - Butteville Road-White School Section of the West Portland-Hubbard Highway, in Marion County, was accepted by the Commission on October 11, 1940, having been completed August 31, 1940. The final estimate, in the amount of approximately $3,500,00, will be ready for payment in about 3 weeks.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DGD:MEL

NOTED
D. G. DeSart

SHELL OIL COMPANY
INCORPORATED
1220 S.W. MORRISON STREET
PORTLAND, OREGON
TELEPHONE ATWATER 7321

RECEIVED
[illegible] 1940

November 20, 1940

State of Oregon
Highway Department
Salem, Oregon

Attention: Mr. Glaisyer

Gentlemen:

Re: Roy L. Houck
Contract No. 2239

Will you kindly give us a progress report on this job, stating acceptance and completion dates, providing they have been determined?

Very truly yours,

SHELL OIL COMPANY,
Incorporated

FRANK J. HURNER
Division Credit Manager

RER:GC

Final, approx @ 3,500.00,
ready [illegible] payment in about 3 wks

[illegible]
progress [illegible]

RECEIVED
OCT 1 1940
FOR FILING

303-A-1

September 30, 1940

Great American Indemnity Company
Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to the contractor, Roy L. Houck, on Contract No. 2239, Butteville Road-White School Section of the West Portland-Hubbard Highway in Marion County. This payment will be made on or after October 10, 1940.

Kindly acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

H. G. Smith ✓

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1

F

Form E-1—5M—9-39

263-A-1

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 7, 1940

Section Butteville Road - White School	*Kind of work* Paving
Highway West Portland - Hubbard	*Section prefix* 24-1018
Contractor Roy L. Houck	*Contract number* 2239
Date of contract November 2, 1939	*Date of completion* August 31, 1940
Date work started November 12, 1939	*Estimated date of completion* ...., 19....
Amount of contract $116,065.00	*Per cent of time elapsed* 100.0 %

Estimated cost of completed project, exclusive of engineering $117,311.03

Per cent of contract completed, based on total contract price 100.0 %

Engineering cost to date, $ 7,106.15, 6.06 %

Date project was completed August 31, 1940

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

On Saturday August 31st. the sub-contractor, The Portland Road & Driveway Co., broomed and rolled the oiling work that was done on the connections. Equipment on the job consisted of one roller and a pickup truck with broom attached. This completed work on this contract.

The Public Roads Administration was notified by letter of the completion date.

RECEIVED
SEP - 1940
OFFICE OF
CONST

H. G. SMITH

RECEIVED
SEP 9 - 1940
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

NOTED
RAY WEBBER

Signed H. G. Swart

Address Salem, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ...., Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

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SEP 2 1940
FOR FILE

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

303-A-1

Stencil No. 3.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.____

POST OFFICE BUILDING
PORTLAND, OREGON

September 7, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon Federal Aid Project No. FAP 303-A (1), Butteville Road-White School Section of the West Portland - Hubbard Highway, was made by a representative of this office on August 31, 1940.

Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Iron

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

303-A-1

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon FAP 303-A (1
Butteville Road-White School Sec.,
W. Portland-Hubbard Highway

June 10, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

wa4pi-5248

Form P. R. 2

State Oregon

Federal Aid Project No. 303-A(1)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of May, 1940 by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 7th day of October, 1939, a project statement, which was approved on the 31st day of October, 1939, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section A (1) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 18th day of October 1939; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of seventy-five thousand, nine hundred fifty and 00/100 dollars ($75,950.00) as the share of the United States payable under said act on account of Section A (1) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 694+35.8 on the Clackamas -Marion County line on the north line of Sec. 2, T. 4 S., R. 1 W., and survey station 904+00 in the S.W. ¼ of Sec. 23, T. 4 S., R. 1 W. (excepting therefrom the bridge between survey stations 836+10 and 838+10, and the bridge between survey stations 879+60 and 880+68, both ocnstructed under WPSS 294-A), length 3.912 miles, in Marion County, being Section A (1) of Oregon Federal Aid project No. 303, consisting of 3.912 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span.

[illegible]

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

16—11379

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A (1) of said project shall not in any event exceed the sum of seventy-five thousand, nine hundred fifty and 00/100 dollars ($75,950.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred twenty-six thousand, five hundred seventy-five and 90/100 dollars ($126,575.90), the approved total estimated cost of Section A (1) of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chap. 529, laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of MAY 24 1940, 19____

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By Herm McClung
Member, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
(Title of officer)

By ______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By W. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11379

SEP 1

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of **Oregon**

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a highway designated in the records of this Agency as **Federal Aid** Project No. **303-A(1)** State of **Oregon**.

Second. That in accordance with said provisions I have approved the sum of $ **126,575.90** as the total estimated cost of said project, and the sum of $**75,950.00** as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of **MAY 24 1940**
one thousand nine hundred and ______

Federal Works Administrator,

By H J O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 10—10130

(Stencil #28)

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SEP 11 1940
FOR FILING

303-A-1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

APR 13

IN YOUR REPLY PLEASE REFER TO

FILE No. Oregon FAP 303-A (1)
Butteville Road-White School Sec.
West Portland-Hubbard Hwy.

April 12, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed also is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

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JUL 19 1940
FOR FILING

303-A-1

February 3, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Butteville Road-White School Section, Project No. 303-A (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 303-A(1)

BUTTEVILLE ROAD-WHITE SCHOOL SECTION OF THE WEST PORTLAND-HUBBARD HIGHWAY IN MARION COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 3, 1940

Roadwork (Sta. 694+35.8 to 904+00)

650	cu. yds.	Excavation, Single Classif.	$ .20	$ 130.00
All Required		Shaping of Roadbed		500.00
26,050	cu. yds.	3" - 0" Material in Base	.70	18,235.00
1,700	cu. yds.	3/4" - 0" Material in Cushion Course	1.50	2,550.00
2,580	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	1.50	3,870.00
280	cu. yds.	Filler	.20	56.00
280	yd. mi.	Hauling Filler	.10	28.00
55,300	sq. yds.	Portland Cement Concrete Pavement	1.55	85,715.00
4,400	lin. ft.	Expansion Joints	.15	660.00
29,500	lin. ft.	Contraction Joints	.03	885.00
4,400	only	Dowels	.20	880.00
26,000	lbs.	Tie Bars and Reinforcement	.06	1,560.00
			Subtotal	$ 115,069.00
			10% Engr. & Cont.	11,506.90
			Total	$ 126,575.90

Length of Roadway	3.912 miles
Cost per mile	$ 32,355.80

Federal Aid Funds Requested- -	$ 75,950.00
State Funds- -	50,625.90
	$ 126,575.90

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

303-A-1

November 28, 1939

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells-Mead Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2739 which was awarded to Roy L. Houck by the State Highway Commission on November 2, 1939, covering the paving of the Butteville Road-White School Section of the West Portland-Hubbard Highway, in Marion County.

Inasmuch as you are surety for the contractor on this job, we are sending you this copy of the contract for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

303 -A -1

November 28, 1939

Mr. Roy L. Houck
212 U. S. National Bank Building
Salem, Oregon

Dear Sir:

We are handing you herewith a fully executed copy of Contract No. 2239 which was awarded to you by the State Highway Commission on November 2, 1939, covering the paving of the Butteville Road-White School Section of the West Portland-Hubbard Highway, in Marion County.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MML.

[illegible] - A - 1

November 7, 1939

MR. ROY L. HOUCK
212 U. S. National Bank Building
Salem, Oregon

Dear Sir:

We hand you herewith four copies of Contract No. 2239 which was awarded to you on November 2, 1939, by the State Highway Commission, covering the paving of the Butteville Road-White School Section of the West Portland-Hubbard Highway, in Marion County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 5 (page 14) of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the mimeographed page immediately preceding the colored pages, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

503.A-1

November 3, 1939

Mr. Roy L. Houck
212 U. S. National Bank Bldg.
Salem, Oregon

Dear Sir:

The State Highway Commission on November 2, 1939, awarded you the contract for 4.05 miles paving on the Butteville Road-White School Section of the West Portland-Hubbard Highway, in Marion County. This award was based on your low bid of $116,065 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary

AM

cc - Mr. S. H. Probert
Mr. C. S. Paxson

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FOR FILING

FA 303-A-1

November 2, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We refer to your letter of October 31st, concerning the highway junction at the south end of the Burroville Road-White School Section, F. A. Project 303-A (1).

Our plan with reference to this junction calls for three stages of development. The first stage will provide an approximate right angle junction such as is common at intersections with low traffic secondary roads, and this stage will continue in use until construction on the West Portland-Hubbard Highway reaches a point where it seems advisable to encourage traffic over it. When that time arrives, it is proposed to bring the new highway into the present Pacific Highway on a 2° - 30' curve, to provide four lanes of pavement for short distances each way from the junction point, and to require southbound traffic on the present Pacific Highway to come to a stop before entering the junction. As the main line of traffic is to be on the left leg of the wye, this arrangement should prove satisfactory.

If, and when, the volume of traffic reaches a point where the junction above described is inadequate, a complete separation of intersecting traffic will be accomplished by providing a grade separation which will carry southbound traffic on the present Pacific Highway route over the West Portland-Hubbard Highway, and permitting it to flow into the other lane of south bound traffic from the right. A grade separation can be provided at reasonable cost by a structure alongside the existing railway grade separation structure at Station 896+50 of the West Portland-Hubbard Highway.

In case you have not been provided with plans showing the details of the junction as we propose to pave it for present use, we are sending, under separate cover, five copies of the plan sheet applying to that part of the work.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

October 31, 1939

RECEIVED
NOV 1 - 1939
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to P.S.& E. submitted for the Butteville Road-White School Section, Oregon Federal Aid Project 303-A (1).

We understand the section between Stations 904+00 and 908+15 is to be oiled by the State without Federal Aid. As this project will eventually carry a very heavy traffic, we are inquiring if some means for separating the opposing traffic has been provided for either by channelizing or other means. Will you please advise of your plans.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

FA 303-A-1

FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

OCT 1 [illegible]
STATE HIGHWAY COMMISSION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 18, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 303-A (1), the Butteville Road-White School Section of the West Portland-Hubbard Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

Concurrence in award of contract will be withheld pending approval of the project statement.

The two bridges built under the WPSS project should be shown as an exception on the Federal Aid project since no work is to be done on them. Please show this correction on the project agreement estimate.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

Salem, Oregon
October 13, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and three copies of right of way statement for the Butteville Road-White School Section, Project No. FA 303-A (1).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department　　　　Federal Aid Project No. 303-A (1)

BUTTEVILLE ROAD-WHITE SCHOOL SECTION OF THE WEST PORTLAND-HUBBARD HIGHWAY IN MARION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

[illegible]

Salem, Oregon, October 13, 1939

Roadwork (Sta. 694+35.8 to 904+00)

650	cu. yds.	Excavation, Single Classif.	$ .50	$ 325.00
All Required		Shaping of Roadbed		600.00
26,050	cu. yds.	5" - 0" Material in Base	1.00	26,050.00
1,700	cu. yds.	3/4" - 0" Material in Cushion Course	2.00	3,400.00
2,580	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	2.00	5,160.00
280	cu. yds.	Filler	.40	112.00
280	yd. mi.	Hauling Filler	.15	42.00
55,300	sq. yds.	Portland Cement Concrete Pavement	1.55	85,715.00
4,400	lin. ft.	Expansion Joints	.15	660.00
29,500	lin. ft.	Contraction Joints	.03	885.00
4,400	only	Dowels	.20	880.00
26,000	lbs.	Tie Bars and Reinforcement	.065	1,690.00
		Subtotal		$125,519.00
		10% Engr. & Cont.		12,551.90
		Total		$138,070.90

Length of Roadway　3.912 miles
Cost per mile　$ 35,294.19

Federal Aid Funds Requested- - - - - - - - - - - - - - - - - - - -	$ 40,000.00
State Funds- -	98,070.90
	$138,070.90

BUTTEVILLE ROAD-WHITE SCHOOL SECTION

PROJECT NO. FA 303-A (1)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

October 13, 1939

CONTRACT# [redacted] 2240

FA 248-D-1 Multnomah Falls-Oneonta 1939
Sec., Columbia River Hwy.
#2240

RECEIVED
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248-D-1

R

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

September 8, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon SN-FAP 248-D (1), Multnomah Falls-Oneonta Section of the Columbia River Highway, was made by a representative of this office on August 11, 1941, subject to submission of Form PR-47. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Fon

RECEIVED
FEB 7 1941
FOR FILING

248-D-1

February 7, 1941

Union Pacific Railroad Company
Sam Murray, Resident Agent
Portland, Oregon

Gentlemen:

This will acknowledge receipt of your letter of February 4, and advise that G. D. Lyons & Co., Contract 2240, for grading the Multnomah Falls-Oneonta Section of the Columbia River Highway was completed on October 4, 1940 and accepted by the State Highway Commission on October 18, 1940.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGD/FO

NOTED
D. G. DeSart

Form 3010
7-37-7,000

RECEIVED

UNION PACIFIC RAILROAD COMPANY

OPERATING DEPARTMENT

S. MURRAY,
RESIDENT ENGINEER

PORTLAND, OREGON

February 4,1941

Mr.R.H.Baldock,
Chief Engineer,
State Highway Commission,
Salem,Oregon

Dear Sir:

Our records indicate that on November 2,1939, the State entered into a contract with G.D.Lyon & Co. for highway construction work on the Multnomah Falls-Oneonta Section of the Columbia River Highway consisting of

1. Clearing and grubbing 1.97 miles
2. Rock toe embankment, 535,000 cu yds.
3. Incidental work

If the work under this contract has been completed will you kindly advise me the dates of completion and acceptance by the Highway Commission.

This information is required in connection with bond furnished in favor of the Railroad Company.

Yours truly,

S Murray

REFERRED TO
DeSart
BY SECRETARY
prepare reply

RECEIVED
DEC 30 1940

R N Baldock

FINAL COST ANALYSIS

December 11, 1940
Grading

Multnomah Falls - Oneonta
Contract #2240

248-D-1

Columbia River Highway
Prefix 26-1143

E. D. Lyon, Contractor
Carl Peterson, Resident Engineer

Item						
Clearing and Grubbing	3,123.17	All				10,000.00
Rock Borrow in Place	138,452.64	506,545.2	Cu. Yd.	0.273	0.285	144,365.58
24" Extra Str. Corr. Iron Culvert Pipe	2,666.38	810	Lin.Ft.	3.29	3.00	2,430.00
P.A.#1 Raise Rock Barrier	210.72					210.72
Force Account	2,999.69					3,221.42
	147,452.60					160,227.52

Gross Revenue	$160,227.52
Total Cost	147,452.60
Net Profit	$ 12,774.92

Net Profit equals 8.0% of Gross Revenue

NOTED
State Highway Engineer

MULTNOMAH FALLS - ONEONTA

Detail of Cost

LABOR:			
Supervision		$ 2,589.85	
Labor		44,880.12	
S. I. A. C.		2,400.50	
S. S. & Unemployment Insurance		1,898.80	$51,769.27
MATERIALS:			
Lumber & Bridge Materials		1,099.88	
Plant Mix Asphalt in Place	25 Tons @ $10.20	255.00	
24" Extra Str. Corr. Iron Pipe	810 Lin.Ft. @ $ 2.15	1,741.50	
24" Bands	31 @ 2.00	62.00	$ 3,158.38
EQUIPMENT RENTAL & MISC. SUPPLIES:			
Equipment Rental (Including Repairs		16,917.00	
Hired Trucks (Including G.O.G.)		56,215.96	
Gas, Oil & Grease		4,754.69	
Explosives		772.41	
Misc. Supplies & Small Tools		1,129.21	
Move In, Freight & Cartage		1,056.88	
Placing Road Oil on Hauling Road		662.80	
Railroad Flagging		1,197.00	
Lighting		425.63	
Bond		4,440.05	
Public Liability Insurance		474.70	
Office & Overhead		1,278.50	
Home Office & General Overhead	2% of Gross Revenue	3,200.12	
			$92,524.95
		Total	$ 147,452.60

MULTNOMAH FALLS - ONEONTA

Breakdown of Excavation Costs

Item	Cost	Quantity	Unit	Unit Cost
Drill & Shoot	3,337.99	506,545.2	Cu. Yd.	$ 0.007
Load in Pit	20,815.75	"	" "	0.041
Construct Bridge & Improve Hauling Road	3,252.44	"	" "	0.007
Maintain Hauling Road	3,059.54	"	" "	0.006
Handle on Fill	10,852.44	"	" "	0.021
Supervision, Bond, Overhead, Flagging, Move In & Other Prorateable Costs	20,588.88			0.040
Hauling	76,545.60	"	" "	0.151
Total	$138,452.64	506,545.2	Cu. Yd.	0.273

Shovel Operating Time 2,420.5 Hours

Average Excavated Per Hour 209.2 Cu. Yds.

MULTNOMAH FALLS - ONEONTA

Remarks:

This contract, which required the clearing of 1.97 miles of right of way and the construction of 1.97 miles of rock toe embankment, was bid on November 2nd, 1939, The contractor started work on November 24th and completed on October 4th, 1940.

The clearing consisted of small cottonwood trees and willow brush on the highway right of way and some second growth fir on the hauling road. Most of the work was done by hand labor, and as the clearing bid was very much unbalanced, the contractor made a large profit on this item.

The contractor elected to construct a hauling road to the borrow pit which required the construction of 1500 feet of road and a bridge. By February 1st the hauling road had been completed, and it was then surfaced with rock from the borrow pit. The surfacing was later improved by the placing of a single spread oil mat.

The material was loaded in the pit by a new 2½ Yd. Northwest shovel, which was operated 2,420.5 hours and achieved the very high average of 209.2 cubic yards per hour. The borrow pit was situated in a steep talus slide which reacted very favorably for the contractor as the excavation progressed. Frequent slides brought down ample material thus enabling the contractor to maintain continuous loading operations.

Drilling and shooting costs were low as the only work required was the dozing of some of the largest boulders. The hauling was done with from six to eight hired 8 Yd. trucks. The hauling road was maintained by a patrol grader and by some hand labor. During the summer months a water truck was used for sprinkling the hauling road.

The contractor operated three 7-hour shifts during the winter and spring and when work was resumed after the highwater, he operated two shifts per day. The contractor's profit on the excavation work was largely due to the sustained high output of the shovel. The equipment both for loading and hauling was well balanced and the supervision was very good.

E. H. CLYMER, Cost Analyst

By

V. R. Jones

RECEIVED
DEC 7 1940
FOR FILING

248-D-1.

December 5, 1940

NATIONAL SURETY CORPORATION
W. B. Gilham, Resident Agent
Corbett Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2240, for 1.97 miles grading on the Multnomah Falls-Oneonta Section of the Columbia River Highway, in Multnomah County, has been completed by the contractor, G. D. Lyon & Company, and that final settlement will be made by the state with said contractor, for work done under said contract, on or after December 16, 1940.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $160,227.58, of which $3,221.42 if for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

DGD:MBL

NOTED
D. G. DeSart

RECEIVED
NOV 13 1940
FOR FILING

248-D-1

November 13, 1940

General Casualty Company
of America
4347 Brooklyn Avenue
Seattle, Washington

Gentlemen: Attention Willard G. Sweeny

This will acknowledge receipt of your letter of November 12 and advise that semi-final payment, in the amount of $17,749.95, will be mailed to Mr. G. D. Lyon and Company, for the work performed on their contract No. 2240, for grading the Multnomah Falls-Oneonta Section of the Columbia River Highway, about the last of this week.

They have a retained percentage on this contract of approximately $4,800.00. This cannot be released until the final records are checked. We anticipate that we can offer Mr. Lyon his final voucher within three or four weeks.

We trust that this information is what you require.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGD:RS

GENERAL
CASUALTY COMPANY
OF AMERICA
SEATTLE

H. K. DENT
PRESIDENT

November 12, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

G. D. Lyon Company - F.A.P. 248-D(1)
1.97 miles rock embankment construction

The G. D. Lyon Company of Spokane, Washington has submitted a statement in which is shown an earned estimate of $23,000.00 due in ten or fifteen days. The estimate is due from the State of Oregon on the above captioned contract. We will appreciate your cooperation if you will verify this amount with your records and use the enclosed envelope to advise us as to its accuracy.

Yours very truly,

Willard G. Sweany

Willard G. Sweany
enc.

Surety Department.

S.E. # 17,749.95
Estimated [illegible] work
22 [illegible] average [illegible]
3 wks old or [illegible]
Final $[illegible],800

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OCT 22 1940
FOR FILING

248-19-1

October 21, 1940

NATIONAL SURETY CORPORATION
W. B. Gilham, Local Agent
Corbett Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to G. D. Lyon & Company on Contract No. 2240, Multnomah Falls-Oneonta Section of the Columbia River Highway in Multnomah County. This payment will be made on or after October 31, 1940.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

DGD:MEL

NOTED
D. G. DeSart

Form [illegible]

248-D-1

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 5, 1940

Section Multnomah Falls - Oneonta
Kind of work Grading

Highway Columbia River
Section prefix 26-1143

Contractor G. D. Lyon & Company
Contract number 2240

Date of contract November 2, 1939
Date of completion November 30, 1940

Date work started November 24, 1939
Estimated date of completion October 4, 1940

Amount of contract $165,025.00
Per cent of time elapsed 94 %

Estimated cost of completed project, exclusive of engineering $165,025.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $6,250.00, 3.7 %
Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The third log raft of 17 logs arrived Sunday evening and tied to lower jetty Station 1252. Had to be towed back to Station 1287. Completed the barrier Friday Evening to height of 26 feet.

Final records will be completed this coming week.

NOTED
H.N. HACKETT

NOTED
RAY WEBBER

NOTED
H. D. SMITH

Signed Carl A Peterson

Address Troutdale, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.97				
Miles partially completed					
Miles completed	1.97				
Total estimated quantities	535,000				
Estimated quantities moved or placed to date	506,472				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	8				

Percentages of men employed on contract to be secured from:

County, %; County, %; County, %; County, %

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders , Rollers , Mixers , Crushing or screening plants ,

Compressors , Bulldozers 1, Sheet-foot rollers , , ,

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	Showers		
Tuesday	Cloudy		
Wednesday	Showers		
Thursday	"		
Friday	"		
Saturday	Fair		

STATE PRINTING DEPT.

FORM 5-A-1 5M 9-38

Commissioners
HENRY F. CABELL, Chairman, Portland
E. B. ALDRICH, Pendleton
F. L. TOU VELLE, Jacksonville

H. B. GLAISYER, Secretary

R. H. BALDOCK
State Highway Engineer
Salem

OREGON STATE HIGHWAY COMMISSION

~~SALEM~~

RECEIVED
OCT 9 1940
FOR FILING

248-D-1

Troutdale, Oregon
October 4, 1940

In Reply Please
Refer to File No.

Mr. W. H. Lynch
District Engineer
U. S. P. R. Administration
Portland, Oregon

Dear Sir:

Completed today F. A. 248-D (1), Multnomah Falls - Oneonta Section. Contract Number 2240.

Very truly yours,

Carl A. Peterson
Resident Engineer

CC to R. H. Baldock
S. H. Probert
E. A. Collier

FORM E-30 REVISED

RECEIVED
SEP 9 1940
FOR FILING

REFERRED
By Asst. State Highway Engineer

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

348-19-1

Portland, Oregon
Sept. 4, 1940

Subject: Railroad Flagmen at Oneonta Borrow

NOTED
State Highway Engineer

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Yesterday Mr. Baldock decided the state should pay for railroad flagmen at the Oneonta Borrow Pit hereafter. I will request the railroad compnay to submit a bill for the necessary flagman service to the state beginning September 1st. Prior to that time, the contractor will pay all flagman service.

Contractor Lyon has raised the rock barrier at the lower edge of the quarry to a height of approximately 20 ft.; has graded the floor of the quarry so that it will drain out down the haul road; has shot the large boulders lying around the upper edge of the borrow pit; has cut the dangerous trees at the top of the slope; and has performed the trimming of the top edges of the slope as requested. The only work remaining for the contractor to perform is the burning of a pile of stumps and the construction of the log crib, which is to be done under Force Account.

Very truly yours,

E. A. COLLIER
DIVISION ENGINEER

EAC:DP
CC R. H. Baldock ✓

RECEIVED

248-15-1

RECEIVED
AUG 29 1940
FOR FILING

Form 3010

UNION PACIFIC RAILROAD COMPANY

OPERATING DEPARTMENT

S. MURRAY,
RESIDENT ENGINEER

PORTLAND, OREGON

August 17,1940

G.D.Lyon & Company,
2602 North Hamilton St,
Spokane, Washington

Gentlemen:

Supplementing my letter August 10th in regard to the situation at Oneonta:

By reason of continued trouble at this point we have put on a third watchman, giving the railroad company its own watchmen for each of the three shifts during each 24 hour period. We will bill upon you for this additional watchman in due course in accordance with the terms of the contract.

This will enable you to take off your own track watchman if you desire to do so.

Kindly acknowledge receipt.

Yours very truly,

S MURRAY

CC G.D.Lyon & Company,
c/o Carl Peterson,
State Highway Dept,
Troutdale,Oregon
Mr.R.H.Baldock
National Surety Corp
Mr.M.C.Williams

SHIP AND TRAVEL BY RAIL

RECEIVED
SEP 10 1940
FOR FILING
2U-[illegible]-1

Portland,August 15,1940

Mr.J.C.Albright - Building

Mr.Collier, Mr.Williams and I today inspected the situation west of Oneonta.

Mr.Collier and I agreed, Mr.Williams concurring, that it will be necessary for protection of the railroad, to install 585 lineal feet of rock slide fence, extending from a point 312 feet west of the block signal to a point 273 feet east of the signal.

We are to undertake this work immediately and bill the State actual cost, which we estimate will be about $1,755,depending on the difficulty in digging holes,etc. It may cost more or less than this amount.

S MURRAY

CC Mr.R.H.Baldock
Mr.E.A.Collier
Mr.M.C.Williams

REFERRED TO
R.H. Baldock
Asst. Chief Engineer

NOTED
State Highway Engineer

Form 8010
1-36-2,000

248-14-1

UNION PACIFIC RAILROAD COMPANY
OPERATING DEPARTMENT

S. MURRAY,
RESIDENT ENGINEER

PORTLAND, OREGON

RECEIVED
AUG 15 1940
FOR FILING

August 10,1940

G.D.Lyon & Company,
2602 North Hamilton St,
Spokane, Washington.

Gentlemen,

Referring to the large rock which came down through your pit near Oneonta last night and which damaged both the highway and the railroad:

Conditions which obtain at this point in our opinion warrant protection by watchmen for the full 24 hour period. You now have one watchman and we have placed two other watchmen so as to provide this full 24 hour protection at this point. We take this action in pursuance of provisions of Section 6 of agreement between your company and the railroad and telegraph companies dated November 1,1939, and also in accordance therewith we will bill you for the expense of these watchmen in due course.

Kindly acknowledge receipt.

Yours very truly,

S. MURRAY

NOTED
State Highway Engineer

CC G.D.Lyon & Company,
c/o Carl Peterson,
State Highway Dept,
Troutdale,Oregon
Mr.R.H.Baldock
National Surety Corp.
Mr.M.C.Williams

SHIP AND TRAVEL BY RAIL

RECEIVED
AUG 4 1940
FOR FILING

248-D-1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore. FAP 248-D (1)
Multnomah Falls-Oneonta Sec.,
Columbia River Highway

August 9, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Hwy. Engineer

Encls.

Wa4.pr-6631

Form P. R. 2

State Oregon

Federal Aid Project No. 2,8-D(1)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 1st day of July, 1940

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 28th day of September, 1938, a project statement, which was approved on the 26th day of October, 1938, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section D (1) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 12th day of September 1939; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of one hundred seventy-four thousand, three hundred and 00/100 dollars ($174,300.00) as the share of the United States payable under said act on account of Section D (1) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11379

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 1246+00 in Lot 2, Sec. 7, T. 1 N., R. 6 E., W.M.
and survey station 1350+00 in Lot 3, Sec. 4, T. 1 N., R. 6 E., W.M.

, length 1.969 miles, in Multnomah County, being Section D (1) of Oregon Federal Aid project No. 218, consisting of 1.969 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span. ~~of miles in length~~

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D (1) of said project shall not in any event exceed the sum of one hundred seventy-four thousand, three hundred and 00/100 dollars ($174,300.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of two hundred eighty-six thousand, three hundred thirty and 00/100 dollars ($286,330.00), the approved total estimated cost of Section D (1) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing

Chap. 529, laws 1939.
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of JUL 29 1940, 19___

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
______
(Title of officer)

By ______
______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11379

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency a~~s~~ Federal Aid Project No. 248-D(1) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $286,330.00 as the total estimated cost of said project, and the sum of $174,300.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of ______
one thousand nine hundred and JUL 29 1940

Federal Works Administrator,

By ______
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10130

Form E-1—4M—9-39

5 5

248-D-1

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 13, 1940

Section Multnomah Falls - Oneonta

Kind of work Grading

Highway Columbia River

Section prefix 26-1143

Contractor G. D. Lyon & Company

Contract number 2240

Date of contract November 2, 1939

Date of completion November 30, 1940

Date work started November 24, 1939

Estimated date of completion September 30, 1940

Amount of contract $165,025.00

Per cent of time elapsed 70%

Estimated cost of completed project, exclusive of engineering $165,025.00

Per cent of contract completed, based on total contract price 70%

Engineering cost to date, $3,960.00, 2.46%

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor made very good progress on the rock toe embankment this week. He built 500 feet to finish grade on the east end, then shifted his hauling to the west end until he installs 24" pipe at 1345.

River dropping atan average of 0.2 ft. per day.

Engineer crew worked 5 days setting grades on this section.

NOTED
RAY WEBBER

RECEIVED
JUL 15 1940

Signed Carl Peterson

Address Troutdale

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.97				
Miles partially completed	1.97				
Miles completed					
Total estimated quantities	535,000				
Estimated quantities moved or placed to date	372,000				
Average daily quantities	4,500				
Average daily quantities necessary to complete project on time	1,000				
Number shifts per day	2				
Hours per shift	7				
Average force on project for week	40				

Percentages of men employed on contract to be secured from:

Multnomah County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	15					5	20
Men and teams							
Men and trucks under 3 tons							
18 9 Men and trucks over 3 tons	18						18
2 1 Men and tractors	2						2
							40

Equipment used during week: Shovels 1, Power graders 1, Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors 1, Bulldozers 1, Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	Ptly. Cldy.		

STATE PRINTING DEPT.

Form E-1—[illegible]

248-D-1

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 6, 1940

Section Multnomah Falls - Oneonta

Kind of work Grading

Highway Columbia River

Section prefix 26-1143

Contractor G. D. Lyon & Company

Contract number 2240

Date of contract November 2, 1939

Date of completion November 30, 1940

Date work started November 24, 1939

Estimated date of completion November 30, 1940

Amount of contract $165,025.00

Per cent of time elapsed 70 %

Estimated cost of completed project, exclusive of engineering $165,025.00

Per cent of contract completed, based on total contract price 56 %

Engineering cost to date, $3,960, 2.4 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor started hauling rock July 5. He is working one shift this week and will start double shift next week.

River reading at 1287

Monday 18.2

Tuesday 18.0

Wednesday 17.6

Friday 17.4

Saturday 17.2

NOTED
RAY WEBBER

RECEIVED
JUL 8 - 1940

Signed Carl A Peterson

Address Troutdale, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

✓

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.97				
Miles partially completed	1.75				
Miles completed					
Total estimated quantities	535,000				
Estimated quantities moved or placed to date	344,500				
Average daily quantities	500				
Average daily quantities necessary to complete project on time	1350				
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	15				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	7					4	11
Men and teams							
Men and trucks under 3 tons							
4 Men and trucks over 3 tons	4						4
Men and tractors							
							15

Equipment used during week: Shovels 1, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors 1, Bulldozers 1, Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

STATE PRINTING DEPT.

248-D-1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
AUG 14 1940
FOR FILING

July 2, 1940

In Your Reply Please
Refer to File No. Oregon FAP 248-D (1)
Multnomah Falls-Oneonta Section
Columbia River Highway

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

The estimate, as submitted, requested Federal participation in an amount above the maximum. We therefore reduced it from $174,670.00 to the round figure of $174,300.00, and increased State funds on the estimate accordingly. Maximum Federal participation is 60.46 per cent of $184,827.50, plus 61.64 per cent of $101,502.50, equals $174,312.84.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

SUPPLEMENTAL BID FOR WORK TO BE DONE FOR OREGON STATE HIGHWAY COMMISSION:

INSTRUCTIONS TO BIDDERS

With his bid for the proposed channel dredging work, the bidder is requested to submit a supplemental bid for certain highway embankment construction work and pipe culvert installation work for the State Highway Commission of the State of Oregon, in which work it is proposed to have the successful bidder for the channel dredging work utilize some 2,100,000 (or more) cubic yards of the spoil from the channel dredging operations.

This supplemental bid shall be submitted with the understanding that it is subject to acceptance only if the bidder by whom the bid is submitted receives the award of the channel dredging contract; also, with the understanding that its acceptance or rejection is discretionary with the State Highway Commission of the State of Oregon, and that if the bid is accepted the contract for the work to which it applies will be entered into directly with the State of Oregon, by its State Highway Commission, and will be entirely separate and apart from the contract for the channel dredging work.

The contract to be entered into between the bidder and the State of Oregon shall be of the standard form regularly used by the State Highway Commission of the State of Oregon in the contracting of state highway construction, and shall include as an effective part thereof the General Provisions and Standard Specifications regularly included as a part of said standard form of contract. Said contract shall have included in it, also, the special provisions which are given hereinafter under the heading "Special Provisions for Highway Embankment Construction and Culvert Installation - Troutdale-Dodson Section of Columbia River Highway," which special provisions describe the work for which the supplemental bid is to be submitted and set-forth in the specifications in accordance with which that work is to be performed, if said supplemental bid is accepted.

To guarantee the faithful performance of the contract, the bidder shall, before commencing the work, furnish a surety bond, which surety bond must be the surety bond of an incorporated surety company licensed to transact business in the State of Oregon, and which bond must be in all respects satisfactory and acceptable to the State Highway Commission. The amount of the surety bond shall be the same as the amount of the contract.

Copies of standard form of contract referred to above, including the "General Provisions," the "Standard Specifications" and surety bond form also referred to above, may be obtained by application to the office of the Oregon State Highway Commission at Salem, Oregon.

EXAMINED AND RECOMMENDED FOR APPROVAL
DIST. OFFICE (DATE) MAR 20 1940
REG. HDQTRS. (DATE) JUN 28 1940

SUPPLEMENTAL BID FOR WORK TO BE DONE FOR OREGON STATE HIGHWAY COMMISSION

(This supplemental bid is submitted subject to the special conditions and limitations stated in the foregoing "Instructions to Bidders.")

Item No.	Item		Unit Price	Amount
1.	Highway Embankment in Place	2,600,000 cu. yds.		
	For - - - - - - - - - - - - - - - -	per cu. yd.	$	$
2.	18-inch Corrugated Iron Culvert Pipe, Protected Invert	1,600 lin. ft.		
	For - - - - - - - - - - - - - - - -	per lin. ft.	$	$
3.	24-inch Corrugated Iron Culvert Pipe, Protected Invert	4,400 lin. ft.		
	For - - - - - - - - - - - - - - - -	per lin. ft.	$	$
4.	30-inch Corrugated Iron Culvert Pipe, Protected Invert	400 lin. ft.		
	For - - - - - - - - - - - - - - - -	per lin. ft.	$	$
5.	Culvert Excavation	500 cu. yds.		
	For - - - - - - - - - - - - - - - -	per cu. yd.	$	$

Total amount of bid $________________

SPECIAL PROVISIONS FOR HIGHWAY EMBANKMENT CONSTRUCTION

AND CULVERT PIPE INSTALLATION

TROUTDALE-DODSON SECTION OF COLUMBIA RIVER HIGHWAY

SECTION I. GENERAL PROVISIONS

1-01. Location. - The work to be done under these provisions is located on the south bank of the Columbia River, between Troutdale and Dodson. It is between the river and the Union Pacific railway tracks and is roughly parallel to both.

1-02. Work to be done. - (a) The work to be done consists of the furnishing of all plant, labor and materials, and the performing of all work required to place in highway embankments 2,100,000 or more cubic yards of spoil materials resulting from channel dredging operations which the contractor will perform under a channel dredging contract awarded to him by the U. S. War Department on or about April 15, 1940.
The work includes, also, the furnishing and installing of approximately 7,000 linear feet of pipe culverts to carry drainage water through the embankments.

(b) For purposes of acceptance, the embankments in which the dredged materials are to be placed are divided into sections as follows:

	Approximate Cubic Yards of Embankment
Section A - Highway Stations 615 to 731	1,075,000 to 1,075,000
Section B - Highway Stations 803 to 860	25,000 to 75,000
Section C - Highway Stations 1090 to 1196	400,000 to 650,000
Section D - Highway Stations 1246 to 1350	600,000 to 800,000
	2,100,000 to 2,600,000

1-03. Maps and plans. - The work shall conform to Drawings Nos. 1A-8-25 and 1A-8-26 marked "Proposed Embankment Construction, Troutdale-Dodson Section of Columbia River Highway, November, 1939," which drawings form a part of the specifications. Copies of the above mentioned drawings are filed in the United States Engineer Office at Bonneville, Oregon, and in the office of the Oregon State Highway Commission at Salem, Oregon.

1-04. Quantities. - The quantity of dredged materials to be placed in highway embankments is uncertain as it depends upon the quantity of materials that becomes available from the channel dredging operations. It appears probable that the total quantity will be greater than 2,100,000 cubic yards, but not greater than 2,600,000 cubic yards.

The quantities of culvert pipe and of the pay excavation involved in the installing of the culvert pipe are also uncertain due to uncertainty as to the limits between which new embankments may be constructed. A rough estimate of the quantities that may be required is as follows:

18-inch pipe - - - - - - - - - -	1,400 lin. ft.
24-inch pipe - - - - - - - - - -	4,150 lin. ft.
30-inch pipe - - - - - - - - -	350 lin. ft.
Culvert excavation - - - - -	450 cu. yds.

As a basis for the canvassing of bids and for determining the amount of the consideration of the contract, the following quantities will be used:

Highway Embankment in Place - - - - - - -	2,600,000 cu. yds.
18-inch Corrugated Iron Culvert Pipe, Protected Invert - - - - - - -	1,600 lin. ft.
24-inch Corrugated Iron Culvert Pipe, Protected Invert - - - - - - -	4,400 lin. ft.
30-inch Corrugated Iron Culvert Pipe, Protected Invert - - - - - - -	400 lin. ft.
Culvert Excavation - - - - - - - - - - -	500 cu. yds.

The right is reserved to limit the quantities of embankment construction work to 2,600,000 cubic yards.

1-05. Time of completion. - The embankment construction work and culvert installation work shall be completed within the time limit prescribed by the Government for its channel dredging operations, plus any extension of time duly granted under that contract.

1-06. Payments. - Payments for work performed will be made by the Oregon State Highway Commission at the times and in the manner specified in Section 6 of the Oregon State Highway Commission's standard contract form for state highway construction.

SECTION II. CONDUCT OF WORK

2-01. Limitation on performance of work. - The materials to be placed between Station 1246 and Station 1350, shall not be placed until the "rock toe embankments" which are to be constructed on that portion of the project by another contractor are in place and ready to have the dredged embankment materials placed back of them. In case the rock toe embankments are not in place when the contractor is ready to place the dredged materials back of them, the contractor, if he so desires, will be relieved of his obligation to place materials on that portion of the project.

SECTION III. SUPERVISION

3-01. Direction of work. - The work to be done under the contract shall be done under the supervision and direction of the State Highway Engineer of the State of Oregon, as specified in Section 3 of the Oregon State Highway Commission's standard contract form for state highway construction.

SECTION IV. TECHNICAL PROVISIONS APPLICABLE TO EMBANKMENT CONSTRUCTION AND CULVERT INSTALLATION

4-01. Materials. - The materials to be placed in the highway embankments are to be sand and other materials from the channel dredging operations which are to be performed under a separate contract.

4-02. Extent of embankment construction. - The contractor will be required to construct embankment only to the extent that materials for the construction are obtainable from channel dredging operations performed by him within 7,000 feet of the embankment.

The contractor will be required to complete in its entirety all highway embankment required within the limits of Section A, unless it developes that channel dredging materials available within 7,000 feet of Section A are insufficient to complete the embankment, in which event the contractor shall place on Section A all channel dredging materials available within 7,000 feet of the section.

On Sections B and C, the quantities to be placed shall not be less than the minimum quantities indicated on Drawing No. 1A-8-25.

On Section D, the quantity to be placed shall not be less than the minimum quantity indicated on Drawing No. 1A-8-25, unless the contractor is relieved of his obligation to place materials on that section as specified in foregoing provision 2-01.

4-03. Embankment to be constructed to grade. - All embankment constructed shall be completed to full specified grade and cross-section.

In those sections of embankment (see clause 1-02-b for section limits), for which obtainable materials are insufficient to entirely complete the embankment, the embankment construction shall commence at one end of the section and shall extend as far toward the other end as the obtainable quantities of materials will permit. As far as the embankment extends within the section, it shall be completed to specific grade and cross-section.

4-04. Bulkheads. - Bulkheads required to stop and confine the dredged materials and to enable the construction of the embankments to the cross-sections shown on the plans shall be furnished and placed by the contractor. After the embankments are completed, the bulkheads shall be removed and all bulkhead material burned or otherwise disposed of in an acceptable manner.

4-05. Shaping and finishing. - After the depositing of the dredged materials is completed, the embankments shall be shaped to specified grade and cross-section by means of bulldozers, blade graders and other suitable equipment. All slopes shall be smoothed and made free of noticeable irregularities. The tops of the embankments shall be finished to exact grade and to smooth surface. All portions of embankments not filled to specified cross-section shall be filled to that cross-section.

Limited quantities of excess materials may be left on the slopes provided they are distributed and smoothed so as not to be noticeable.

4-06. Clearing and grubbing. - As a part of the earthwork, the contractor shall perform, without separate or additional compensation, such clearing and grubbing work as may be required in connection with the installing of pipe culverts. No other clearing and grubbing work will be required.

4-07. Embankment at box culvert. - In the placing of embankment materials around the new concrete box culvert which is in place at Station 828, the contractor shall use such means and shall take such precautions as are necessary to avoid injury to the culvert.

In no case shall the embankment on one side of the culvert be built-up more than two feet above the level to which the embankment on the other side of the culvert has been built.

In the event of injury to the culvert, the contractor shall compensate the State Highway Commission for whatever amount it may expend in restoring the culvert to condition satisfactory to the Commission.

4-08. Pay quantities of embankment. - Pay quantities of "Highway Embankment in Place" shall be limited to quantities of embankment in place within the neat lines of specified cross-sections and above the ground elevations existing at the time construction cross-sections are taken, as those quantities are determined by cross-section measurement of the completed embankments. The pay quantities will not include additional quantities required due to subsidence and settlement of the original ground, to settlement of materials within the embankments, or to shrinkage, settlement, washout, slippage or loss, regardless of cause.

Pay quantities will not include quantities placed above or outside of the neat lines of the specified cross-sections, except quantities so placed in compliance with specific order from the engineer accompanied by specific advice that the quantities will be considered pay quantities.

4-09. Pipe culverts. - (a) The culvert pipe to be used in the construction of the pipe culverts called for by the plans (Drawing No. 1A-8-26) shall be corrugated iron culvert pipe with asphalt coating and protected invert. It shall conform in all respects with the State Highway Commission's standard specifications for pipe of that kind as given in Section 52 of the Oregon State Highway Commission's standard contract form for state highway construction.

(b) Only those of the pipe culverts which are within areas on which the contractor constructs embankment are to be installed.

(c) Each culvert shall be installed to the grades and elevations ordered by the engineer and the contractor shall make all and whatever excavations may be necessary to make that possible. The contractor shall, also, do such placing of embankment materials prior to the placing of the culverts as may be necessary to provide support for the culverts at required grade. Culverts through embankments which are retained by "rock toe embankments," will be placed so that the outlet ends of the culverts will be above the top of the rock toe embankment. No excavation into the rock toe embankments will be required. Some of the culverts will require excavation into the existing ground, the total amount of such excavation being estimated at 450 cubic yards.

(d) Filling around and under the culverts shall be done in a manner which will insure uniform bedding and the maximum of freedom from settlement. It shall, also, be so done that there is no crowding of the pipe from established line and grade.

4-10. Payment. - Pay quantities of embankment as hereinbefore defined will be paid for at the price bid per cubic yard for the item "Highway Embankment in Place," it being understood that a cubic yard is a cubic yard as measured in the completed embankment.

Culvert pipe installed will be paid for at the respective prices bid for the respective sizes of "Corrugated Iron Culvert Pipe, Protected Invert," it being understood that all pipe is to have the standard asphalt coating and protected invert.

Such portion of the excavation made for pipe culverts as is made in the original ground (below the surface of the ground before any embankment materials are placed upon it) will be paid for at the price bid per cubic yard for the item "Culvert Excavation." This price shall apply regardless of the nature or condition of the materials excavated.

The prices bid for the corrugated iron pipe items shall be understood to include compensation for all clearing and grubbing work and for all excavating work in materials placed by the contractor (materials above the surface of the original ground). The prices bid for the corrugated iron pipe items shall be understood to include compensation, also, for the furnishing and installing of all required coupling bands or collars.

Payment as above indicated shall be understood to comprise full and complete payment for all materials and all work required to construct embankments and install pipe culverts in accordance with the foregoing specifications, including the portion of the cost of moving the dredged materials from their position in the river bed to the place of their deposit in the highway embankment, which represents cost in addition to that which would have been involved had the dredged materials not been used in highway embankment construction work.

Payment for the dredging of the materials used in the construction of the embankment and for the part of the transportation of those materials which would have been required had the materials been wasted, shall be understood to be included in the payments to be received by the contractor from the U. S. War Department under the channel dredging contract hereinbefore mentioned.

4-11. Acceptance. - As soon as practicable after the completion of a section of highway embankment (see clause 1-02-b hereof), the section will be measured and checked for conformance with specified grades and cross-sections. If deficiencies or objectionable deviations in the work are found, the contractor will be required to correct them. Required additional measurements shall then be made and the work accepted.

The contractor will not be held responsible for settlements, washouts and erosion occuring after measurement and acceptance of the work as above specified.

248-19-1

R.H. Baldock

Cost Analysis to May 11th, 1940

Multnomah Falls-Oneonta
Contract No. 2240

Grading

Columbia River Highway
Prefix 26-1143

G. D. Lyon, Contractor
Carl Peterson, Resident Engineer

Item	Cost	Quantity	Unit	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$3,163.70	97%			All	$9,700.00
Rock Borrow in Place	97,677.51	341,460	Cu. Yd.	$0.286	$0.285	97,316.10
	$100,841.21					$107,016.10

Gross Revenue	$107,016.10
Total Cost	100,841.21
Net Profit	$6,174.89

Net Profit Equals 5.8% of Gross Revenue

NOTED
State Highway Engineer

Multnomah Falls-Oneonta

Detail of Cost

Labor:		
Supervision	$1,385.12	
Labor	30,160.89	
State Industrial Accident Insurance	1,577.30	
Social Security & Unemployment Insurance	1,261.84	
		$34,385.15
Materials:		
Lumber & Bridge Materials	$1,099.88	
Plant Mix Asphalt in Place 25 Tons at $10.20	255.00	
		1,354.88
Equipment Rental & Misc. Supplies:		
Equipment Rental	$11,315.00	
Hired Trucks (Including gas, oil & grease)	38,941.28	
Gas, Oil and Grease	4,903.00	
Explosives	772.41	
Misc. Supplies & Small Tools	454.30	
Move In, Freight & Cartage	1,024.88	
Placing Road Oil on Haul Road	662.80	
Railroad Flagging	761.11	
Lighting	362.28	
Bond	2,286.51	
Public Liability	343.85	
Office and Overhead	1,133.44	
Home Office & General Overhead 2% of Gross Revenue	2,140.32	
		65,101.18
		$100,841.21

Multnomah Falls-Oneonta

Breakdown of Excavation Costs

Item	Cost	Quantity	Unit	Unit Cost
Drill and Shoot	$2,438.54	341,460	Cu. Yd.	$0.007
Load in Pit	15,943.37	"	" "	0.047
Construct Bridge & Improve Hauling Road	3,252.44	"	" "	0.010
Maintain Hauling Road	2,009.14	"	" "	0.006
Handle on Fill	7,783.79	"	" "	0.023
Supervision, Bond, Overhead, Flagging, Move In Etc.	12,252.23	"	" "	0.035
	$43,679.51	341,460	Cu. Yd.	$0.128
Hauling	53,998.00	"	" "	0.158
	$97,677.51	341,460	Cu. Yd.	$0.286

Multnomah Falls-Oneonta

REMARKS:

This contract, which requires the clearing of 1.97 miles of right of way and the construction of 1.97 miles of rock toe embankment, was bid on November 2nd, 1939. The contractor started work on November 24th, and on May 11th, the project was about 65% complete.

The clearing consisted of small cottonwood trees and willow brush on the highway right of way and some second growth fir on the hauling road. Most of the work was done by hand labor, and this item contains the profit made on the contract.

The contractor elected to use the hauling road method which required the construction of 1500 feet of hauling road and a bridge. By February 1st, the grading of the hauling road had been completed, and it was then surfaced with rock from the borrow pit, The surfacing was improved later by the placing of a single spread oil mat by J. C. Compton.

The loading in the borrow pit has been handled with a new 2½-yard Northwest shovel. This shovel operated 1,678 hours and loaded 341,460 cu. yds., achieving the very high average of 203.5 cu. yds. per hour. The contractor has also been very fortunate in the loading of the excavation in the pit because the natural slides of the material have been sufficient to permit continuous shovel operation.

Drilling and shooting costs were low as the only work required has been the dozing of some of the larger boulders. The hauling has been done with from 6 to 8 hired 8-yard trucks. The hauling road is maintained by a patrol grader and some hand labor. The contractor operates three 7-hour shifts per day.

High water in the Columbia River overflowed the embankment and caused the suspension of the work on May 7th. The work will be resumed as soon as the water goes down. If the contractor operates as efficiently on the remainder of the job as he has in the past, he will probably finish the job with a small profit.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
JUL 17 1940
FOR FILING

248-D-1

#2240

May 23, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of revised estimate as basis for project agreement for the Multnomah Falls-Oneonta Section, Project No. FA 248-D(1).

The amount of Federal funds requested has been increased to $174,670.00 by utilizing $60,770.00 of 1941 Federal Aid funds.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/PO

Encl.

Oregon State Highway Department — Federal Aid Project No. 248-B (1)

MULTNOMAH FALLS-ONEONTA SECTION
OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 23, 1940

State Contract No. 2248

All Required		Clearing and Grubbing		$ 10,000.00
535,000	cu. yds.	Rock Borrow in Place	$ 0.285	152,475.00
850	lin. ft.	24" Extra Strength Corr. Iron Pipe, Protected Invert	3.00	2,550.00
				$ 165,025.00

Work to Be Performed by Union Pacific Co.

All Required	Construct Hauling Road Trestle	$ 3,000.00

Hydraulic Embankment, Contract No. 2320

800,000	cu. yds.	Hydraulic Embankment	$ 0.11	$ 88,000.00
950	lin. ft.	24" Culvert Pipe	4.50	4,275.00
				$ 92,275.00

Subtotal	$ 260,300.00
10% Engr. & Cont.	26,030.00
Total	$ 286,330.00

Length	1.969 miles
Cost per mile	$ 145,418.99

Federal Aid Funds- -	$ 174,670.00
State Funds- -	111,660.00
	$ 286,330.00

1940 Federal Aid Funds	$ 113,900.00	Length	1.284 miles
1941 Federal Aid Funds	$ 60,770.00	Length	0.685 mile

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

May 21, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Multnomah Falls-Oneonta Section, Project No. FA 248-D (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

(9)

Oregon State Highway Department | Federal Aid Project No. 248-B (1)

MULTNOMAH FALLS-ONEONTA SECTION

OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 16, 1940

State Contract No. 2242

All Required	Clearing and Grubbing		$ 10,000.00
535,000 cu. yds.	Rock Borrow in Place	$ 0.285	152,475.00
850 lin. ft.	24" Extra Strength Corr. Iron Pipe, Protected Invert	3.00	2,550.00
			$165,025.00

Work to Be Performed by Union Pacific Co.

All Required	Construct Hauling Road Trestle		$ 3,000.00

Hydraulic Embankment, Contract No. 2320

800,000 cu. yds.	Hydraulic Embankment	$ 0.11	$ 88,000.00
950 lin. ft.	24" Culvert Pipe	4.50	4,275.00
			$ 92,275.00

113,900
75,500
189,400
174,001
15,...

Subtotal	$260,300.00
10% Engr. & Cont.	26,030.00
Total	$286,330.00

88710005

Length	1.969 miles
Cost per mile	$ 145,418.99

174670.00

Federal Aid Funds- -	~~$113,900.00~~
State Funds- -	~~172,430.00~~ 111,660.00
	$286,330.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

{1940 Federal Aid Funds $113,900.00 Length is 1.284 miles
{1941 " " " 60 770.00 " 0.684 "

Oregon State Highway Department   Federal Aid Project No. 248-D (1)

MULTNOMAH FALLS-ONEONTA SECTION OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 16, 1940

State Contract No. 2240

All Required	Clearing and Grubbing		$ 10,000.00
535,000 cu. yds.	Rock Borrow in Place	$ 0.285	152,475.00
850 lin. ft.	24" Extra Strength Corr. Iron Pipe, Protected Invert	3.00	2,550.00
			$165,025.00

Work to Be Performed by Union Pacific Co.

All Required	Construct Hauling Road Trestle		$ 3,000.00

Hydraulic Embankment, Contract No. 2329

800,000 cu. yds.	Hydraulic Embankment	$ 0.11	$ 88,000.00
950 lin. ft.	24" Culvert Pipe	4.50	4,275.00
			$ 92,275.00

Subtotal	$260,300.00
10% Engr. & Cont.	26,030.00
Total	$286,330.00

Length	1.969 miles
Cost per mile	$ 145,418.99

Federal Aid Funds- -	$113,900.00
State Funds- -	172,430.00
	$286,330.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939

State Funds for Maintenance: Chap. 529, laws 1939

[illegible] Federal Aid Project No. [illegible]

[illegible]

Oregon State Highway Department Federal Aid Project No. 243-B (1)

MULTNOMAH FALLS-ONEONTA SECTION
OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 12, 1939

State Contract No. 2240

All Required	Clearing and Grubbing	$ - -	$ 10,000.00
535,000 cu. yds.	Rock Borrow in Place	0.285	152,475.00
850 lin. ft.	24" Extra Strength Corr. Iron Pipe, Protected Invert	3.00	2,550.00
			$ 165,025.00

Work to Be Performed by Union Pacific Co.

All Required	Construct Hauling Road Trestle		$ 3,000.00

U. S. War Department Contract (Hydraulic Embankment) Estimated Prices

600,000 cu. yds.	Hydraulic Embankment	$ .06	$ 36,000.00
950 lin. ft.	24" Culvert Pipe	3.00	2,850.00
			$ 38,850.00
	Subtotal		$ 206,875.00
	10% Engr. & Cont.		20,687.50
	Total		$ 227,562.50

Length	1.969 miles
Cost per mile	$ 115,572.62

Federal Aid Funds- -	$ 55,000.00
State Funds- -	172,562.50
	$ 227,562.50

1939 Federal Aid Funds	$ 37,000.00	Length	1.324 miles
1940 Federal Aid Funds	18,000.00	Length	0.645 mile

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

March 20, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P. S. and E. documents for Oregon Federal Aid Project F.A.P. 248-D (1), the Multnomah Falls-Oneonta Section of the Columbia River Highway, have today been recommended for approval. This is your authority to advertise for bids, subject to final review and approval of the plans and specifications by the Commissioner of Public Roads.

Very truly yours,

W. H. LYNCH,
District Engineer

By F E Andrews
F. E. Andrews,
Senior Highway Engineer

Form 8010
7-37-5,000

248-L-1

UNION PACIFIC RAILROAD COMPANY

OPERATING DEPARTMENT

S. MURRAY,
RESIDENT ENGINEER

PORTLAND, OREGON

January 22, 1940
C-315-2-20

REFERRED TO
By Asst. State Highway Engineer

NOTED
State Highway Engineer

G.D.Lyon and Company,
2602 North Hamilton St.,
Spokane, Washington

Gentlemen:

On the morning of January 19th, a rock containing about one-third of a yard rolled down on our track opposite your work between Multnomah Falls and Oneonta.

The engine of our west bound passenger train, No. 17,(Portland Rose), struck this rock, but fortunately was not derailed. The engine pilot was damaged to some extent. I believe this rock was cast on the slope during your initial operations, or was loosened up by spoil being deposited against it, or it may have rolled down and across the highway from the present shovel cut.

I must demand that you carry on your work so as to prevent a recurrence of this sort of thing. If our train had been derailed and gone in the river, the loss of life, injuries and damage might have been appalling.

I also ask that you examine carefully the area between the Columbia Highway and our track, concerning which I spoke to your Superintendent recently, and remove any rocks rendered insecure by your operations.

In accordance with Section 3 of our contract with you, dated Nov. 21, 1939, we are arranging to put watchmen, throughout 24 hours, on our track at this point and will bill you for the expense in due course.

I am sending copy of this letter to Mr. R.H.Baldock, State Highway Engineer and to your bondsmen, National Surety Corporation.

Yours truly,

cc-National Surety Corporation,
Suite 626 Corbett Bldg.,
Portland,Oregon

Mr. R.H.Baldock,
State Highway Engineer,
Salem, Oregon

For information.

SHIP AND TRAVEL BY RAIL

FORM S-6-1 2M 10-38

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. E. TOU VELLE, JACKSONVILLE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF E. A. COLLIER, DIVISION ENGINEER
8200 S. E. MCLOUGHLIN
PORTLAND, OREGON

RECEIVED
DEC 18 1939
FOR FILING

248 D-1

December 16, 1939

Mr. G. D. Lyon, Contractor
c/o Carl Peterson
State Highway Dept.
Troutdale, Oregon

NOTED
McCullough

Dear Sir:

On December 13th Mr. Sam Murrey, Resident Engineer for the Union Pacific, advised me that he had inspected our grading work at the hauling road east of Multnomah Falls. On account of heavy rains, it was his opinion that the material placed by you on the slope between the highway and the railroad constituted a possible hazard which should be protected by flagmen on the railroad and he has given instructions to have such railroad flagmen placed. This is in accordance with the terms of the agreement between yourself and the railroad company, as set forth on Pages a to f of the Special Provisions in your contract with the state.

Mr. Culver informs me that you plan to remove this material from the slope within one week, at which time I believe Mr. Murray will order removal of the railroad flagmen.

Very truly yours,

E. A. COLLIER
DIVISION ENGINEER

EAC:DP
CC R. H. Baldock
Carl Peterson
Sam Murray
Union Pacific R.R.
Pittock Block
Portland, Ore.

P.S. This information was phoned to Mr. Culver on Dec. 13th by Mr. Peterson.

E. A. C.

December 14, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate to accompany plans for the proposed hydraulic embankment work to be constructed by the U. S. War Department on the Multnomah Falls-Oneonta Section, Project No. FA 248-D (1). Likewise are enclosed seven copies of cost analysis of the dredging work for this project and Projects Nos. 248-A (2), B (1) and C (1).

Five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department Federal Aid Project No. 248-D (1)

MULTNOMAH FALLS-ONEONTA SECTION
OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 14, 1939

State Contract No. 2240

All Required	Clearing and Grubbing	$ - -	$ 10,000.00
535,000 cu. yds.	Rock Borrow in Place	0.285	152,475.00
850 lin. ft.	24" Extra Strength Corr. Iron Pipe, Protected Invert	3.00	2,550.00
			$ 165,025.00

Work to Be Performed by Union Pacific Co.

All Required	Construct Hauling Road Trestle	$ 3,000.00

U. S. War Department Contract (Hydraulic Embankment) Estimated Prices

800,000 cu. yds.	Highway Embankment in Place	$ .06	$ 48,000.00
950 lin. ft.	24" Corr. Iron Pipe, Protected Invert	3.00	2,850.00
			$ 50,850.00

Subtotal	$ 218,875.00
10% Engr. & Cont.	21,887.50
Total	$ 240,762.50

Length	1.969 miles
Cost per mile	$ 122,276.53

Federal Aid Funds- -	$ 59,000.00
State Funds- -	181,762.50
	$ 240,762.50

1939 Federal Aid Funds	$37,000.00	Length	1.235 miles
1940 Federal Aid Funds	22,000.00	Length	0.734 mile

December 12, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate to accompany plans for the proposed hydraulic embankment work to be constructed by the U. S. War Department on the ~~Bridal Veil-Benson Park~~ Mult Falls – Oneonta Section, Project No. FA 248-D (1). Likewise are enclosed seven copies of cost analysis of the dredging work for this project and Projects Nos. 248-A (2), B (1) and C (1).

Five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

248-D-1

December 2, 1939

G. D. Lyon & Company
2602 N. Hamilton Street
Spokane, Washington

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2240 which was awarded to you on November 2, 1939, ~~by the State Highway Com-~~ ~~mission~~, covering the grading of the Multnomah Falls-Oneonta Section of the Columbia River Highway, in Multnomah County.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MEL

Form E-1-5M-3-39

348 D-1

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Nov. 25, 1939, 193

Section	Multnomah Falls- Oneonta	*Kind of work*	Grading
Highway	Columbia River	*Section prefix*	26-1143
Contractor	G.D.Lyon & Company	*Contract number*	2240
Date of contract	Nov. 2, 1939	*Date of completion*	Nov. 30, 1940, 193
Date work started	Nov. 25, 1939	*Estimated date of completion*	Nov. 30, 1940, 193
Amount of contract	$ 165,025.00	*Per cent of time elapsed*	8 %

Estimated cost of completed project, exclusive of engineering $165,025.00

Per cent of contract completed, based on total contract price %

Engineering cost to date, $ 50.00, .0003 %

Date project was completed , 193

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor work on this Section , Friday

A crew of 10 men started clearing right of way at Station 1287.

NOTED
H.N. HACKETT

NOTED
RAY WEBBER

NOTED
J. G. SMITH

Signed Carl A Peterson

Address Troutdale

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	I.97				
Miles partially completed					
Miles completed					
Total estimated quantities	535,000				
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	I				
Hours per shift	8				
Average force on project for week	8				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Multnomah COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	9 (					I	IO
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday	East Wind		
Friday	"		
Saturday			

STATE PRINTING DEPT

FORM 5-A-1 5M 5-39

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

RECEIVED
NOV 25 19

OREGON STATE HIGHWAY COMMISSION

FA 243-D-1

~~SALEM~~
Troutdale, Oregon
November 24, 1939

IN REPLY PLEASE
REFER TO FILE NO.

Mr. V. H. Lynch
District Engineer
U. S. B. P. R. Administration
Portland, Oregon

NOTED
Asst. State Highway Engineer

Dear Sir:

Work started today on F. A. 248 - D (1), Multnomah Falls - Oneonta Section, Contract No. 2240.

Very truly yours,

Carl A Peterson

Carl A. Peterson
Resident Engineer

CC to: R. H. Baldock
S. H. Probert
H. G. Smith
R. A. Collier

RECEIVED

248-D-1

November 18, 1939

Mr. W. B. Gilham
NATIONAL SURETY CORPORATION
Corbett Building
Portland, Oregon

Gentlemen:

Reference is made to the G. D. Lyon & Company contract No. 2240 for the construction of the Multnomah Falls-Oneonta Section. You are advised that the bond furnished in connection with this contract has been presented to the State Insurance Commissioner for approval and we find that neither Mr. S. A. Mitchell nor G. B. Thompson has power of attorney-in-fact on file in his office.

A day or so ago you advised by phone that, in case such power of attorney-in-fact was not on file with the Insurance Commissioner, you would arrange to have it filed. We will hold the four copies of the contract at this office until we hear further from you.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

JM:MBL

[illegible]

248-D-1

November 7, 1939.

G. D. LYON & COMPANY
2602 N. Hamilton Street
Spokane, Washington

Gentlemen:

We are sending you today by express four copies of Contract No. 2240 which was awarded to you on November 2, 1939, by the State Highway Commission, covering the grading of the Multnomah Falls-Oneonta Section of the Columbia River Highway, in Multnomah County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been secured, a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 5 (page 14) of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance therewith.

Your attention is also called to the mimeographed page immediately following page No. 16 of the mimeographed Special Provisions, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

348-D-1

November 7th, 1939

Mr. S. Murray
Resident Engineer
Union Pacific Company
Pittock Block
Portland, Oregon

Dear Sir:

G. D. Lyon & Company, successful bidders on the Multnomah Falls-Oneonta Section of the Columbia River Highway, have advised us that they propose to use the hauling road method which requires an underpass under the tracks of the Union Pacific.

You are hereby authorized to construct the same and submit a bill for its construction in accordance with our previous agreements.

Very truly yours,

State Highway Engineer

HGS:AR

2872B-1

November 7, 1939

Mr. S. Murray
Resident Engineer
Union Pacific Railroad Co.
Portland, Oregon

Dear Mr. Murray:

I have just received your letter of November 6, 1939, requesting information relative to the Multnomah Falls-Oneonta Project on the Columbia River Highway.

This contract was awarded on November 2, 1939, to G. D. Lyon & Company whose address is 2602 North Hamilton, Spokane, Washington.

As stated in the proposal, G. D. Lyon is an individual doing business as G. D. Lyon & Company.

Responding to your request, we are forwarding to you today, under separate cover, a copy of the state's proposal.

Very truly yours,

HDG:AM

Secretary

Form 8010
7-37-5,000

UNION PACIFIC RAILROAD COMPANY

OPERATING DEPARTMENT

S. MURRAY,
RESIDENT ENGINEER

PORTLAND, OREGON

RECEIVED
NOV 7 - 1939
[illegible]

November 6,1939

Mr.R.H.Baldock,
State Highway Engineer,
Salem,Oregon

Dear Sir:

As soon as you have awarded contract for placing rock toe embankment and performing other work between Multnomah Falls and Oneonta,on Columbia River Highway, please send me-

(a) Copy of the State's proposal;
(b) The date of your contract;
(c) Full name of the contractor and his address as it appears in your contract;
(d) If a corporation,the State where incorporated.

Yours very truly,

S MURRAY

ANSWERED
H. B. GLAISYER

RECEIVED

FA 248-D-1

November 3, 1939

G. D. Lyons & Company
225 Hutton Building
Spokane, Washington

Gentlemen:

The State Highway Commission on November 2, 1939, awarded you the contract for 1.97 miles rock embankment construction on the Multnomah Falls-Oneonta Section of the Columbia River Highway, in Multnomah County. This award was based on your low bid of $165,025 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

AM

Secretary

cc - Mr. S. H. Probert
Mr. G. S. Paxson

P. S. Will you please advise as soon as possible which hauling road plan is to be used so that preparations can be started for building the Union Pacific Subway if that plan is adopted.

H.B.G.

Salem, Oregon
October 31, 1939

Mr. W. R. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

All necessary right of way has been acquired for the Multnomah Falls-Oneonta Section, Project No. FA 248-B (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GG

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

STATE HIGHWAY COMMISSION

October 18, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 248-D (1), the Multnomah Falls-Oneonta Section of the Columbia River Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

Concurrence in award will be withheld until the right to occupy and use the right of way is acquired.

Reference is made to our letter of September 12, 1939, particularly with reference to the temporary railroad undercrossing, which also applies to the new P.S.& E. papers.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

October 17, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate to accompany revised plans and specifications for the Multnomah Falls-Oneonta Section, Project No. FA 248-D (1).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department Federal Aid Project No. 248-D (1)

MULTNOMAH FALLS-ONEONTA SECTION OF THE
COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 17, 1939

All Required		Clearing and Grubbing	$ - -	$ 2,000.00
535,000	cu. yds.	Rock Borrow in Place	.38	203,300.00
850	lin. ft.	24" Extra Strength Corr. Iron Pipe	4.00	3,400.00
				$ 208,700.00

Work to be Performed by Union Pacific Company

All Required	Construct Hauling Road Trestle	$ 3,000.00
	Subtotal	$ 211,700.00
	10% Engr. & Cont.	21,170.00
	Total	$ 232,870.00

Length	1.969 miles
Cost per mile	$ 118,268.15

Federal Aid Funds Requested- -	$ 37,000.00
State Funds- -	195,870.00
	$ 232,870.00

CLASS OF SERVICE
This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1220

SYMBOLS
DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

Received at

PRAB37 149 NT COLLECT=R WASHINGTON DC 14

PM 8 46

C B MCCULLOUGH=
Bldg:STATE HIGHWAY DEPT

REFERRED TO Probert
By Asst. State Highway Engineer

:RE PROBERTS LETTER MULTNOMAH FALLS ONEONTA PROJECT ELIMINATE ALTERNATE BIDS COMMA DESCRIBE HAULING ROAD PLAN AS APPROVED PLAN COMMA PERMIT CONTRACTOR TO USE ALTERNATE PLANS PROVIDED IT IS APPROVED BY ENGINEER AND RAILROAD OFFICIALS OTHERWISE APPROVED PLAN MUST BE USED STOP HAULING ROAD PLAN TO PROVIDE THAT STATES PAY FOR ACCEPTABLE ROCK BORROW SECURED FROM HAULING ROAD EXCAVATION, COMMA STATE TO PAY FOR RAILROAD UNDERPASS CONTRACTOR FOR HIGHWAY UNDERPASS STOP ALTERNATE PLAN TO PROVIDE FOR HIGHWAY AND RAIL SEPARATION AT GRADE FOR CROSSINGS OF ROCK BORROW COMMA CONTRACTOR TO INCLUDE COST OF EACH IN UNIT BID COMMA STATE TO PAY FOR RAILROAD SEPARATION ONLY IN CASE HAULING ROAD PLAN IS USED STOP ELIMINATE HAUL BID ENTIRELY AND SHOW DISTRIBUTION OF ROCK BORROW ON PROFILE COMMA CONTRACTOR TO BID ON ROCK BORROW IN PLACE COMMA AS MEASURED IN EXCAVATION STOP STEVENS HOTEL CHICAGO SUNDAY AND MONDAY HOME WEDNESDAY STREAMLINER=

:R H BLADOCK=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
HURON W. CLOUGH, CANYONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OCT 20 1939

2115 D 1

Salem, Oregon
October 7, 1939

IN REPLY PLEASE
REFER TO FILE NO.

NOTED
State Highway Engineer

Mr. R. H. Baldock
Oregon State Highway Engineer
Hotel John Marshall
Richmond, Virginia

Dear Mr. Baldock:

Am submitting herewith special provisions for the Multnomah Falls-Oneonta Project.

You will note that these specifications call for alternate bids, one alternate contemplating the use of a hauling road and the other contemplating the use of a conveyor. It might have been possible to have worked the job up on a single bid basis by putting the hauling road on a "no pay" basis, but this would not have taken care of the difference in truck haul due to the materials coming onto the right of way at different points. This difference in truck haul after the materials reach the highway amounts to about 40,000 yard miles, and I am afraid that the bidders might not discover it if it were left for them to absorb in the excavation price. Also, there are about 10,000 yards of dirt and other unsuitable material on the hauling road. If that were put on a no pay basis, it would be difficult for the engineer to keep the contractor from running it in with the rock in order to get paid for it. By providing for alternate bids, we have made it possible to adjust the pay items and the basis of payment to suit both of the two plans.

The Bureau may raise some objection to our favoring the hauling road plan by not adding to it the cost of the railway grade separation. Tom Davis has asked for a set of the provisions as revised, and has indicated that he may forward them to Lynch.

While the grade separation item operates in favor of the hauling road bid, this advantage is offset by the 10,000 yards of waste material which will be available from the hauling road to be used back of the toe embankment where it will reduce the amount of dredge fill required. The conveyor plan will not give us any such material.

On account of probable future value of the hauling road, I think that we should allow a differential of $3,000 or $4,000 in favor of the hauling road. Do you suppose that you could get the Bureau officials to permit us to apply such a differential, either by specifying it or taking it into consideration when the award of contract is made?

Collier says that the test pits are showing some strata of dirt and fine materials, but he thinks this material can be used in the side of the embankment which is away from the river. You will note that the specification has been written to admit of that.

A comparison of the bid quantities involved in the two plans accompanies the special provisions.

Very truly yours,

S. H. Probert

S. H. Probert
Office Engineer

SHP:ME

Encl.

SPECIAL PROVISIONS

Multnomah Falls-Oneonta, Grading

TIME AND PLACE OF RECEIVING BIDS

Bids for the work described below will be received by the State Highway Commission of the State of Oregon, in the Auditorium of the Public Service Building in Portland, Oregon, at nine o'clock A. M. (9:00 A. M.) on the second (2nd) day of November, 1939.

DESCRIPTION OF WORK

The work for which bids are to be received, and the work to be done under the contract, if awarded, consists of the following work on the Multnomah Falls-Oneonta Section of the Columbia River Highway in Multnomah County:

1. Clearing and grubbing of 1.97 miles of highway right of way.
2. Construction of 1.97 miles (535,000 cu. yds.) of rock toe embankment.
3. Performance of such additional and incidental work as is called for by the specifications and plans.

The west end of the project is at Station 1246+00, which station is approximately 900 feet east of the crossing of Multnomah Creek. The east end of the project is at Station 1350+00, which station is approximately 600 feet west of the crossing of Oneonta Creek. The length of the project is 1.97 miles.

CLASS OF PROJECT

This project is a "Regular Federal Aid Project." It is to be conducted in accordance with the federal regulations applying to that class of projects, which regulations, in so far as they concern the contractor, are included and stated in the provisions and specifications given herein or bound herewith.

DATE OF COMPLETION

The work to be done under the contract shall be completed not later than November 30, 1940.

CLEARING AND GRUBBING

Specifications:

The clearing and grubbing work shall be performed in accordance with the standard specification for "Clearing and Grubbing," as given in Section 7 of the standard specification form, except as that specification is supplemented and modified by the provisions which follow.

Areas Within Which Clearing and Grubbing Is to Be Done:

The areas to be cleared and the area within which all specified grubbing work is to be done for the lump sum price bid for "clearing and grubbing" shall consist of the area indicated by the clearing limit lines shown on the plans and such additional areas as are to be occupied by quarries, borrow pits, hauling roads, rock toe embankments, culverts and other parts of the work.

Grubbing will be required only where excavations are to be made.

Low Cutting Required:

All trees, snags, stumps, brush, et cetera, occurring within the areas to be cleared shall be cut low. In no case shall the stump remaining extend above the ground more than one (1) foot.

EARTHWORK

Standard Specification to Apply:

All grading work and other earthwork involved in the project shall be performed in accordance with the standard specification for "Earthwork" given in Section 8 of the standard specification form, except as that specification is supplemented and modified by the provisions which follow.

Scope of Grading Work:

The grading work to be done under this contract does not include or consist of the construction of a complete highway roadbed. The main body of the complete roadbed is to be constructed, later, of materials dredged from the Columbia River, and the work to be done under this contract is only such partial roadbed construction work as must be performed as a preliminary to the dredging work.

The major part of the work to be done under this contract is the building of the "toe" portions of the roadbed embankments, which toe portions will hereinafter be called "rock toe embankments." These rock toe embankments are to be constructed of hard rock and are to serve as protective bulkheads back of which to, at some future time, place the dredged portions of the embankments.

Materials For Rock Toe Embankments:

The materials to be used in the construction of the rock toe embankments shall be rock obtained by the contractor from an area approximately 500 feet by 1,600 feet in size located on the south side of the present travelled Columbia River Highway opposite Stations 1265 to 1275 of the new highway.

The area from which the rock is to be obtained will be referred to hereinafter as the "rock borrow area." Its limits are as shown on the plans.

No limitation is placed on the size of the materials to be used in the rock toe embankments, except as follows:

1. Materials containing more than twenty-five (25) per cent of fragments, pieces and particles smaller, in cubical content, than one-quarter cubic foot, will, in general, be considered unsuitable and shall be avoided in the contractor's excavation. However, limited quantities of finer materials will be accepted when the finer materials cannot be avoided in the excavations, provided the finer materials are deposited in the interior portion of the rock toe embankment where they are adequately protected against erosion.

2. The contractor shall make no effort to reduce any of the rock to sizes smaller than one-half cubic yard.

Placing of Materials:

To such extent as is practical, the coarser of the rock used shall be deposited in the river side of the embankment. When insufficient quantities of course rock are being delivered, the depositing of the outside two or three feet of the embankment shall be delayed until coarse material is available.

Except as otherwise indicated in the preceding paragraph, the means and methods used in placing the rock in the embankments shall be optional with the contractor, provided they are such as will produce embankments of specified line, grade and cross-section. Placing of the materials in horizontal layers, or in courses of any particular thickness will not be required.

Alternate Plans For Transportation Of Materials to Highway:

Two plans are proposed for the transporting of the materials from the rock borrow area to the new highway. One of these plans contemplates the construction of a hauling road and the transporting of the materials in trucks. This plan will be referred to hereinafter as the "Hauling Road Plan." The other plan contemplates the transporting of the materials by means other than a hauling road and trucks. This plan will be referred to hereinafter as the "Conveyor Plan."

In order that these two plans may be placed in competition with each other, bidding quantities have been figured for both plans and alternate bids will be considered. Bidders may bid on either or both plans with the understanding that the Highway Commission will, at the time the contract is awarded, determine which of the two plans is to be used.

If the hauling road plan is to be used, the contractor shall, as a part of the work to be done under this contract, construct a hauling road as hereinafter specified under the heading "Construction of Hauling Road." Also, he shall construct a timber grade separation structure at the point where the hauling road crosses the present travelled Columbia River Highway, this structure to be constructed as specified hereinafter under the heading "Timber Grade Separation Structure."

If the conveyor plan is to be used, the contractor shall make whatever installation of trestles, chutes, shafts, tunnels, conveyors, et cetera, may be required, making such installation in conformance with the conditions and requirements stated hereinafter under the heading "Provisions Applying To The Installing and Operating of Conveyor System."

Excavating Requirements:

In the taking of rock from the specified rock borrow area, the contractor shall conform with the following requirements:

1. Excavations shall be made in such parts of the borrow area and to such depths as will insure the obtaining of the most suitably sized of the rock available on the area.

2. Excavations shall, in so far as is practicable, be made to uniform lines, grades and slopes, to facilitate accurate measurement.

3. The excavating operations shall be conducted in a manner which will cause the minimum of injury to trees and shrubs, particular effort being made to prevent injury to trees and shrubs along the south side of the existing highway and within forty (40) feet thereof.

4. The excavating shall be skillfully and carefully performed and shall be controlled in such manner that no rocks will roll or fall onto the existing highway and existing railway tracks below.

Barrier to Be Provided:

As a safeguard against rocks rolling or falling onto the highway and railway tracks, the contractor shall construct a barrier approximately 500 feet in length in the position indicated on the plans. The barrier shall be a trench, a rock wall, a timber bulkhead, or a combination of trench, wall and/or timber bulkhead, as the contractor may elect. It shall conform in design with one or more of the designs shown on the plans, and the elevation of its top shall be at least five (5) feet higher than the elevation of the bottom edge of its up-hill face.

The construction of the barrier shall be such as will enable it to resist any impact to which it may reasonably be expected to be subjected, and the trough on its up-hill side shall be kept cleared of rock to insure its proper functioning.

In addition to providing a barrier as above specified, the contractor shall install such other safeguards and take such other precaution as may be necessary to prevent the rolling and falling of rocks onto the highway and the railway tracks. Provision of the barrier will not relieve the contractor of responsibility for any damage, injury or death that may result from the falling or rolling of rocks onto the highway or the railway tracks.

Pay Excavation:

If the hauling road plan of transportation is used, the pay excavation under this contract will comprise:- (1) the excavation of rock moved from the rock borrow area and incorporated in rock toe embankment; (2) the excavation required in the construction of the hauling road leading from the rock borrow area to the new highway; and (3) the excavation required for the detour roadway at the place where the hauling road crosses the existing highway.

If the conveyor plan of transportation is used, the pay excavation under this contract will comprise:- (1) the excavation of rock moved from the rock borrow area and incorporated in rock toe embankment and (2) the excavation of any other rock moved to and incorporated in the rock toe embankment.

Classification:

All pay excavation will be classified on the single classification basis described in the standard specification, and will be paid for at the price bid per cubic yard for the item "Excavation, Single Classification."

Payment for Hauling:

The following basis of payment for the hauling of materials shall be understood to supersede the basis specified in the standard specification.

1. All hauling of materials in connection with this contract, except that which, in the following paragraph is defined as "payhaul," shall be understood to be free haul for which payment is included in the price bid for "Excavation, Single Classification."

2. Payhaul shall be understood to be only the hauling involved in moving materials to be used in the rock toe embankment, from the point at which the materials are brought onto the new highway right of way, to the point at which they are deposited in the embankment.

3. Payment for payhaul will be made at the price bid per yard mile for the item "Truck Haul."

4. For convenience and definiteness, the beginning point of payhaul shall be taken as being at Station 1287+50, if the hauling road plan of transportation is used, and at Station 1271+50 if the conveyor plan of transportation is used, regardless of where the contractor may actually bring the materials onto the highway right of way.

5. The ending point of payhaul shall be taken to be the point on the highway centerline opposite which the materials are deposited in the embankment.

Measurement and Payment:

Except as otherwise hereinabove specified, the basis of measurement and payment for earthwork performed under this contract shall be as stated in the standard specification. The pay items for earthwork will be as follows:

1. Excavation, Single Classification
2. Truck Haul

In payment for "truck haul," fractional half-miles of pay distance will be allowed for as full half-miles.

The pay volumes of "truck haul" will, in all cases, be determined by measurement of the materials in their original position prior to excavation.

Payment for the work and materials involved in the barrier which is called for by the foregoing provisions shall be understood to be included in the payment for the excavating of the rock used in the rock toe embankment.

CONSTRUCTION OF HAULING ROAD

Work to Be Done:

If the hauling road plan of transportation is to be used, the hauling road from the rock borrow area to the new highway shall be constructed by the contractor to the lines, grades and cross-sections shown on the plans. Also, the contractor shall construct the timber grade separation structure required at the point where the hauling road crosses the present travelled Columbia River Highway and shall construct the detour roadway required at the site of said timber grade separation structure.

The grade separation structure at the point where the hauling road crosses the Union Pacific railway tracks will be constructed by the Railway Company, but the contractor will be required to make all required excavation below the stringers of the structure.

Disposition of Excess Materials:

Excavated materials not required in the construction of hauling road embankments shall be disposed of as follows:

1. Materials considered by the engineer to be suitable for use in the construction of rock toe embankment shall be used in the construction of rock toe embankment as hereinbefore specified.

2. Materials considered by the engineer to be unsuitable for use in the construction of rock toe embankment shall be deposited back of the rock toe embankment in the vicinity of Station 1287+50.

Grade Separation Structure:

The grade separation structure required at the point where the hauling road crosses the present travelled Columbia River Highway shall be constructed as specified hereinafter under the heading "Hauling Road Grade Separation Structure."

Detour Road:

The detour road required at the site of the grade separation structure shall be graded and surfaced as specified hereinafter under the heading "Grading and Surfacing of Detour Road."

Surfacing of Hauling Road:

The contractor will not be required to surface the hauling road, but he will be permitted to surface it at his own expense, if he desires to do so.

Measurement and Payment:

The basis of measurement and payment for the grading of the hauling road will be the same as hereinbefore specified for other earthwork involved in the contract.

GRADING AND SURFACING OF DETOUR ROAD

Grading Work:

The grading of the detour road required at the point where the hauling road crosses the present travelled Columbia River Highway, shall be performed and paid for in accordance with the same specifications as apply to the performance of and payment for the grading of the hauling road.

Surfacing:

The detour road shall be provided with a surfacing twenty-four (24) feet in width, which surfacing shall be constructed and paid for as specified in the standard specification for "Rock Surfacing" as given in Section 10 of the standard specification form.

The surfacing shall be constructed of 3/4" - 0" crushed rock or crushed gravel and shall be of such thickness as the engineer orders.

The pay item for the surfacing will be "Rock Surfacing on Detour Road."

HAULING ROAD GRADE SEPARATION STRUCTURE

Work to Be Done:

If the hauling road plan for the transporting of rock from the rock borrow area to the highway is used, the contractor shall construct a timber grade separation structure at the point where the hauling road crosses the present travelled Columbia River Highway. This structure shall be constructed as indicated by accompanying drawings Nos. and .

Specifications:

All work in connection with the erection of the lumber and timber shall conform to the requirements of the specification for "Timber Structure," as set forth in Section 17, Division II of the Standard Bridge Specifications, issue of August 1, 1939.

Grades of Lumber:

The grades of lumber called for on drawing No. shall not apply. All lumber shall conform to the requirements for the grades for the respective parts of the structure, as set forth in "Table II, Douglas Fir, Secondary Grades," Section 24, Division IV of the Standard Bridge Specifications.

The decking shall be 4" x 12" plank, as called for on drawing numbered .

Measurement and Payment:

Payment for all work, except excavation, in connection with the construction of the structure will be made at the price bid per thousand board feet (M-FBM) for "Untreated Lumber." For the purpose of payment, the sizes shall be taken as the nominal size of the pieces used, and the lengths shall be the actual length measured to the nearest inch, along the center line of each piece.

Excavation required for the structure (including footing excavation) will be paid for at the price bid per cubic yard for the item "Excavation, Single Classification."

PROVISIONS APPLYING TO THE INSTALLING AND OPERATING OF CONVEYOR SYSTEM

If the conveyor plan of transporting materials from the rock borrow area to the new highway is used, the installing and operating of the conveyor or other means to be used shall be subject to the conditions and requirements stated in the following paragraphs.

1. The general plan or scheme of installation and operation shall be subject to approval and acceptance by the State Highway Engineer and the Union Pacific Railroad Company, and shall be altered as required to meet the objections and requirements of the State Highway Engineer and the Railroad Company.

2. All structures involved shall be designed and constructed by competent engineers, and plans for them shall be submitted to, checked, and approved by the State Highway Department and the Railroad Company before installation is commenced.

3. Methods of construction and all details of the construction and operation shall be subject to approval and control by the State Highway Department and the Railroad Company.

4. There shall be no crossing at grade of either the existing highway or the railroad track. Vertical and horizontal clearances at the highway and railroad crossings shall be as required by the State Highway Department and the Railroad Company.

5. The plan or means of transportation shall be such as will accommodate and handle rocks having contents as great as three-fourths cubic yard.

6. The structures used and excavations made shall not be such as will cause any unsightly scarring of areas visible from the present highway or the new highway.

7. Responsibility for the acquiring of all needed property rights, easements and consents shall rest with the contractor.

8. The contractor shall, within fifteen (15) days after the award of contract, obtain and submit to the Highway Commission an agreement with, or a statement from, the Union Pacific Railroad Company in which the Railroad Company consents to the contractor's plan of transporting materials across its tracks and authorizes the contractor to commence operations on its property in accordance with that plan. Should the contractor fail to obtain and submit an agreement or statement of this kind, within fifteen (15) days after the award of contract is made, the Highway Commission may, at its discretion, declare that the contractor has defaulted, and thereupon, the contractor's proposal guaranty shall be forfeited to the State of Oregon, and, at the option of the Highway Commission, the award may be withdrawn and the contract cancelled.

FA 248-D-1

September 26, 1939

H. B. Glaisyer,
Secretary

H. G. Smith, Construction Engineer
S. H. Probert, Office Engineer
G. S. Paxson, Bridge Engineer

This note is simply to inform you that I have received from Mr. S. Murray, Resident Engineer, Union Pacific Railroad Company, fully executed copy of the agreement between the railroad company and the State covering construction of a temporary underpass, near Oneonta, on the Columbia River Highway. This is being filed in the Commission's records. I thought you would like to know that we have received it.

H. B. Glaisyer

HBG:MC

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
SEP 13 1939
STATE HIGHWAY COMMISSION

September 12, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. FAP 248-D (1), the Multnomah Falls-Oneonta Section of the Columbia River Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

Concurrence in award will be withheld until the right to occupy and use the right of way is acquired.

Nash

The amount of Federal Aid funds requested has been reduced to $26,888.00 to agree with the balance available from the 1939 program item for project 248.

Plans for the temporary railroad undercrossing should be submitted at your early convenience.

It is suggested that the value of the materials be ascertained prior to the construction of the trestle in order to facilitate the later determination of salvage values.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Sr. Highway Engineer

September 2, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate to accompany plans and specifications for the Multnomah Falls-Oneonta Section, Project No. FA 248-B (1).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

A formal agreement with the railroad company concerning the hauling road trestle has not been completed, although an oral agreement has been made. Copies of the written agreement will be sent to you as soon as they have been received.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/MK

Encl.

Oregon State Highway Department Federal Aid Project No. 248-B (1)

MULTNOMAH FALLS-ONEONTA SECTION OF THE
COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreements.)

Salem, Oregon, September 2, 1939

All Required		Clearing and Grubbing	$ - -	$ 2,000.00
535,000	cu. yds.	Excavation, Single Classif.	.37	197,950.00
378,000	yd. mi.	Truck Haul	.10	37,800.00
34	M-FBM	Untreated Lumber	50.00	1,700.00
850	lin. ft.	24" Extra Strength Corr. Iron Pipe	4.00	3,400.00
				$ 242,850.00

Work to be Performed by Union Pacific Company

All Required	Construct Hauling Road Trestle		$ 3,000.00
		Subtotal	$ 245,850.00
		10% Engr. & Cont.	24,585.00
		Total	$ 270,435.00

Length	1.969 Miles
Cost per mile	$ 137,346.36

96 000 00

Federal Aid Funds Requested- $ 37,000.00
State Funds- 233,435.00

$ 270,435.00

HAULING ROAD TRESTLE ON THE
MULTNOMAH FALLS-ONEONTA SECTION
TO BE CONSTRUCTED BY UNION PACIFIC COMPANY'S FORCES
PROJECT NO. FA 248-D (1)

Piling	$ 145.00
Bridge Timber Untreated	395.00
Hardware, including firedeck	180.00
Labor	1,650.00
Pull stringers, restore track and inspection	350.00
Contingencies	280.00
Total	$ 3,000.00

MULTNOMAH FALLS-ONEONTA SECTION

PROJECT NO. FA 248-D (1)

While negotiations are in progress, the quarry site has not been acquired and the agreement with the railroad company concerning the construction of the hauling road trestle has not been completed. It is now believed, however, that these matters will be fully settled within the next 24 days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

September 1, 1939

UNION PACIFIC RAILROAD'S ESTIMATE TO CONSTRUCT UNDERPASS AT R.R. Mile Post 30.6 FOR HAUL ROAD FROM TALUS QUARRY BETWEEN MULTNOMAH FALLS AND ONEONTA CREEK

* * * * * * *

August 30, 1939

Piling	$145.00
Bridge Timber Untreated	395.00
Hardware, including firedeck	180.00
Labor	1650 00 ~~1,250.00~~
~~Equipment Rental and Work Train~~	~~400.00~~
Pull stringers, restore track and inspection	350.00
Contingencies	280.00
Total	$3,000.00

CONTRACT# [redacted] 2241

31-1204 Elgin-Rock Creek & Union-North
Powder Rock Production Project 1959

2241

R H Baldock

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SEP 23 1940
FOR FILING

31-1204

September 11th, 1940

COST ANALYSIS - FINAL REPORT
Wallowa Lake & Old Oregon Trail Highways
Elgin-Rock Creek & Union-North Powder Sections
Contract 2241 Prefix 31-1204
F. R. Hewett, Contractor
C. D. Cannon, Resident Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Elgin-Rock Creek Section					
3/4"-1/2" Cr. Rock in S.P.	$5,188.55	3,522.5 cu. yd.	1.47	1.15	$4,050.88
1/2"-1/4" " " " "	4,579.03	3,108.7 " "	1.47	1.15	3,575.01
1/4"-10 Mesh Cr. Rock in S.P.	2,165.27	1,470 " "	1.47	1.15	1,690.50
Hauling Rock	3,701.68	36,296.7 yd. mi.	0.10	0.10	3,629.67
Clearing & Grubbing S.P. Sites	75.00	100%		100.00	100.00
Leveling S.P. Sites	150.00	100%		200.00	200.00
Woven Wire Fence	300.00	144.4 Rods	2.10	2.00	288.80
" " Gate	20.00	1 each	20.00	25.00	25.00
10 Mesh-0" Screen Rejections	111.60	446.4 cu. yd.	0.25	0.25	111.60
Union-North Powder Section					
3/4"-1/2" Cr. Rock in S.P.	$3,944.20	2,776.2 cu. yd.	1.42	1.40	$3,886.68
1/2"-1/4" " " " "	3,497.53	2,461.8 " "	1.42	1.40	3,446.52
1/4"-10 Mesh Cr. Rock in S.P.	1,637.24	1,152.4 " "	1.42	1.40	1,613.36
Hauling Rock	1,960.37	19,222.3 yd. mi.	0.10	0.10	1,922.23
Clearing & Grubbing S.P. Sites	40.00	100%		50.00	50.00
Leveling S.P. Sites	80.00	100%		100.00	100.00
Woven Wire Fence	200.00	95.9 Rods	2.10	2.00	191.80
" " Gates	20.00	1 each	20.00	25.00	25.00
10 Mesh-0" Screen Rejections	100.78	403.1 cu. yd.	0.25	0.25	100.78
Cookhouse	1,799.83				1,567.40
	$29,571.08				$26,575.23

NOTED
State Highway Engineer

Total Cost	**$29,571.08**
Gross Revenue	**26,575.23**
Net Loss	**$2,995.85**

Net Loss Equals 11.3% of the Gross Revenue

Detail of Cost

Labor:

Supervision	$1,029.32	
Labor	8,340.69	
State Industrial Accident Insurance	771.44	
Social Security & Unemployment Insurance	374.80	
		$10,516.25

Equipment Rental, Supplies & Miscellaneous:

Equipment Rental	$6,555.00	
Rented Equipment	362.48	
Hired Trucks (Does not include labor & gas)	2,559.05	
Gas, Oil and Grease	3,109.44	
Explosives	2,636.29	
Small Tools, Repairs & Misc.	1,671.83	
Fence Supplies	378.79	
Cookhouse Supplies	1,016.63	
Overhead Expense	390.20	
Bond	125.04	
Home Office	250.08	
		19,054.83
		$29,571.08

Elgin-Rock Creek Section

Breakdown of Cost of Crushed Rock

	Cost	Quantity	Unit Cost
Move In & Set Up	$867.64	8,547.6 cu. yd.	$0.102
Drill & Shoot	2,335.15	" " "	0.273
Drag to Crusher	1,388.38	" " "	0.162
Crush	5,904.03	" " "	0.691
Supervision	937.66	" " "	0.110
	$11,432.86	8,547.6 cu. yd.	$1.338

Sizes and Quantities of Crushed Rock

3/4" - 1/2" Crushed Rock	3,522.5 Cu. Yd.
1/2" - 1/4" " "	3,108.7 " "
1/4" - 10 Mesh " "	1,470.0 " "
10 Mesh - 0" Screen Rejections	446.4 " "
	8,547.6 Cu. Yd.

Union-North Powder Section

Breakdown of Cost of Crushed Rock

	Cost	Quantity	Unit Cost
Move In and Set Up	$673.40	6,793.5 cu. yd.	$0.099
Drill and Shoot	2,452.91	" " "	0.361
Drag to Crusher	993.25	" " "	0.146
Crush	3,839.40	" " "	0.565
Supervision	720.00	" " "	0.106
	$8,678.96	6,793.5 cu. yd.	$1.277

Sizes and Quantities of Crushed Rock

3/4" - 1/2" Crushed Rock	2,776.2 Cu. Yd.
1/2" - 1/4" " "	2,461.8 " "
1/4"-10 Mesh " "	1,152.4 " "
10 Mesh-0" Screen Rejections	403.1 " "
	6,793.5 Cu. Yd.

Elgin-Rock Creek & Union-North Powder Sections

REMARKS:

This contract consisted of the production of 14,300 cubic yards of crushed rock in stockpiles. It was bid and awarded on November 2nd, 1939; work was started November 8th, and finished June 5th, 1940.

The crushing plant consisted of two crushers (15" x 38" jaw & 3' cone), two screens (3 x 20 double deck and 3' x 10' three deck) and a 175 h.p. diesel engine. For bringing material to the plant a stationary hoist with a 1¼ cu. yd. bucket was used and was powered with a 95 h.p. diesel engine.

Two set-ups were required on this contract. The quarry designated for the Elgin-Rock Creek section was located at M.P. 30.11 but was found to be deficient in quantity, so the contractor prospected and found a good site at M.P. 29.27. The plant commenced crushing on December 18th, but due to wet weather ran intermittently until January 11th, at which time it was decided to close down for the duration of the winter. On April 17th, operations were resumed and continued until May 8th, when the quantities for this section were completed, but only after numerous interruptions due to encountering of wet material in quarry. After moving and setting up at quarry located near M.P. 308.89 on the Old Oregon Trail Highway the plant again started operating on May 16th and finished on June 5th. The quarry on the last set-up shot up quite large and consequently required considerable secondary shooting.

This job was bid quite low, and this coupled with intermittent operations resulted in a loss. The work was handled efficiently, but wet weather and tough rock in one of the quarries proved costly.

E. H. Clymer
Cost Analyst

By . . Henry Jullum

RECEIVED
JUL 6 1940
FOR FILING

31-1204

METZGER-PARKER AGENCY
OREGON GENERAL AGENTS FOR
THE OHIO CASUALTY INSURANCE COMPANY
WOODLARK BLDG., PORTLAND, OREGON
ATWATER 8611

RECEIVED
[illegible] 3 - 1940
STATE HIGHWAY COMMISSION

July 1, 1940

Oregon State Highway Commission,

Salem, Oregon.

Attention: Mr. H.B. Glaisyer

Gentlemen: Re: Contract Bond No. 130393

This is to acknowledge receipt of your letter of June 29th notifying us that State Highway Contract No. 2241 for furnishing crushed rock on the Elgin-Rock Creek and Union-North Powder Sections of the Wallowa Lake and Old Oregon Trail Highways, in Union and Wallowa Counties, has been completed by the contractor, F.R. Hewett, and that final settlement will be made by the State with Mr. Hewett on or after July 10, 1940, and that the final contract price is $25,007.83.

Yours very truly,

METZGER-PARKER AGENCY

By G. Murfin

GM

cc H.O.

G. DeSart

RECEIVED
JUL 1 1940
FOR FILING

31-1204

June 29, 1940

THE OHIO CASUALTY INSURANCE COMPANY
c/o Metzger-Parker Agency
Woodlark Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2241. for furnishing crushed rock on the Elgin-Rock Creek and Union-North Powder Sections of the Wallowa Lake and Old Oregon Trail Highways, in Union and Wallowa Counties, has been completed by the contractor, F. R. Hewett, and that final settlement will be made by the state with said contractor for work done under said contract on or after July 10, 1940.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $25,007.83, including final payment.

Very truly yours,

STATE HIGHWAY COMMISSION
By

D.G. DeSart

Secretary

DGD:MBL

Form E-1—3M—8-30

Final

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 8, 1940

Section Elgin-Rock Creek and Union-North Powder

Kind of work Furnishing Crushed Rock in Stockpile

Highway Wallowa Lake and Old Oregon Trail

Section prefix 31-1204

Contractor F. R. Hewett

Contract number 2241

Date of contract November 2, 1940, 19

Date of completion June 30, 1940, 19

Date work started November 3, 1940, 19

Estimated date of completion June 5, 1940, 19

Amount of contract $26,802.00

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $25,027.21

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $750, 3.05 %

Date project was completed June 5, 1940

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Project completed June 5 and semi-final estimate submitted to Division Engineer June 6.

Final Report

NOTED
W. L. [illegible]

NOTED
RAY WEBBER

RECEIVED
JUN 10 1940

NOTED
VAN SCOY

Signed D. O. Cannon

Address Box 908, La Grande, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			14,300		
Estimated quantities moved or placed to date			14,500		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	Clesr		
Tuesday	Clear		
Wednesday	Clear		Project completed this date.
Thursday	Clear		
Friday	Showers		
Saturday	Clear		

STATE PRINTING DEPT.

31-1204

[illegible]

November 28, 1939

Mr. F. R. Hewett
420 West 22nd Avenue
Spokane, Washington

Dear Sir:

We are sending you today by express a fully executed copy of Contract No. 2241 which was awarded to you by the State Highway Commission on November 2, 1939, covering the Elgin-Rock Creek and Union-North Powder Rock Production Projects on the Wallowa Lake and Old Oregon Trail Highways, in Union and Wallowa Counties.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

METZGER-PARKER AGENCY
OREGON GENERAL AGENTS FOR
THE OHIO CASUALTY INSURANCE COMPANY
WOODLARK BLDG., PORTLAND, OREGON
ATWATER 8611

31-120f

?

RECEIVED
NOV 20 1939
STATE HIGHWAY COMMISSION

November 18, 1939

Oregon State Highway Commission

Salem, Oregon

Attn: Mr. Glaisyer

Gentlemen: RE: F. R. Hewett contract

In reply to your letter of November 16th, if it is your usual procedure to send one copy of the contract and specifications direct to the contractor, we would appreciate your taking care of this contract in the same manner. We will advise the Washington General Agency that this is being done.

Yours very truly,

METZGER-PARKER AGENCY

By A. Perrott

AP
cc/Washington Gen. Agency

Jim
note

WBG

31-1204

November 16, 1939

Metzger-Parker Agency
Woodlark Building
Portland, Oregon

Attention: A. Perrott

Gentlemen:

Reference is made to your letter of November 15 transmitting three copies of the F. R. Hewett contract for furnishing crushed rock in stock piles in Union and Wallowa Counties. We note that you have retained one copy of this document for the records of the bonding company which is satisfactory. We also note that you wish the contractor's copy of this contract sent direct to the Washington General Agency, Douglas Building, Seattle.

In this regard wish to say that it is our practice of long standing to send the contractor's copy direct to him at his headquarters address unless the contractor asks that it be sent to him at some other place. We do not feel that we should deviate from our established practice unless we are so requested by the contractor. Will you please advise.

Very truly yours,

HBG:AM

Secretary

RECEIVED
NOV 16 1939
STATE

METZGER-PARKER AGENCY
OREGON GENERAL AGENTS FOR
THE OHIO CASUALTY INSURANCE COMPANY
WOODLARK BLDG., PORTLAND, OREGON
ATWATER 8611

November 15, 1939

Oregon State Highway Commission

Salem, Oregon

Gentlemen:

Under separate cover we we are mailing you three sets of Specifications and Contract Agreement, with executed bond, covering contract awarded to Mr. F. R. Hewett, Spokane, Washington for furnishing 14,300 cubic yards of crushed rock in stockpiles on the Wallowa Lake and Old Oregon Trail Highway in Union and Wallowa County, Elgin-Rock Creek and Union-North Powder Section. Kindly sign all copies, and forward one copy for the contractor direct to the Washington General Agency, Douglas Building, Seattle, Wn.

Yours very truly,

METZGER-PARKER AGENCY

AP

By A Perrott

31-1204

November 7, 1939

MR. F. R. HEWETT
420 West 22nd Avenue
Spokane, Washington

Dear Sir:

We are sending you today by express four copies of Contract No. 2241 which was awarded to you by the State Highway Commission on November 2, 1939, covering the furnishing of crushed rock in stock piles on the Wallowa Lake and Old Oregon Trail Highways, Elgin-Rock Creek and Union-North Powder Sections, in Union and Wallowa Counties.

You are requested to execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 5 of the printed General Provisions (page 14), relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the mimeographed page immediately following page No. 19 of the mimeographed Special Provisions, relating to the payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

31-1204

November 3, 1939

Mr. F. R. Hewett
420 West 22nd Avenue
Spokane, Washington

Dear Sir:

The State Highway Commission on November 2, 1939, awarded you the contract for furnishing 14,300 cu. yds. crushed rock in stock piles on the Elgin-Rock Creek and Union-North Powder Rock Production Project, in Union and Wallowa Counties. This award was based on your low bid of $24,602 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary

AM

cc - Mr. S. H. Probert
Mr. G. S. Paxson

CONTRACT# [redacted] 2242

3-1203 Mt. Hood Rock Prod. Proj., 1939
Mt. Hood & Wapinitia Hwys.
#2242

RECEIVED
MAR 10 1942
FOR FILING

3-17

March 9, 1942

Hansen & Rowland, Inc.
Washington Building
Tacoma, Washington

Attention: A. Van R. Schermerhorn

Gentlemen:

We have today received an affidavit from James Blair, Trustee of M. L. Rice, Bankrupt, advising that the claims of R. O. Dail & Warren Brothers and the Western Fence and Wire Works, against E. C. Hall Company's contract No. 2242, Mt. Hood Rock Production Project, have been settled.

This releases all claims filed against the above-mentioned contract.

Very truly yours,
STATE HIGHWAY COMMISSION

By

AM

Secretary

March 9, 1942

The Adjustment Bureau of
The Portland Assoc. of Credit Men
471 Pittock Block
Portland, Oregon

Attention: James Blair

Gentlemen:

This acknowledges receipt of affidavit, dated March 6, 1942, advising that the claim of R. O. Dail & Warren Bros., in the amount of $687.50, against E. C. Hall Company's contract No. 2242, for work on the Mt. Hood Rock Production Project, has been settled for $600; and also advising that the claim of the Western Fence and Wire Works, in the amount of $54.87, against the same contract, has been paid in full.

We wish to thank you for this affidavit. Our records in connection with this contract are now complete.

Very truly yours,
STATE HIGHWAY COMMISSION

By

AM

Secretary

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN
PORTLAND
HURON W. CLOUGH, MEMBER
CANYONVILLE
HERMAN OLIVER, MEMBER
JOHN DAY

OREGON
STATE HIGHWAY COMMISSION

R. H. BALDOCK, CHIEF ENGINEER
C. B. McCULLOUGH, ASS'T CHIEF ENGINEER
J. M. DEVERS, CHIEF COUNSEL
H. B. GLAISYER, SECRETARY

SALEM

RECEIVED
MAR 9 - 1942
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
ADJUSTMENT BUREAU

IN REPLY PLEASE
REFER TO FILE NO.

March 2, 1942

The Adjustment Bureau of
The Portland Association of Credit Men
471 Pittock Block
Portland, Oregon

Attention: James Blair

Gentlemen:

On September 4, 1941, you transmitted to this office an affidavit setting forth the status of all claims against E. C. Hall Company in connection with its contract No. 2242, for work on the Mt. Hood Rock Production Project.

Two claims, that of R. O. Dail & Warren Brothers, in the amount of $887.50, and that of Western Fence and Wire Works, in the amount of $54.87, had not been settled at that time but would be taken care of "on the next order of the Court".

If these claims have been settled at this time we will appreciate an affidavit to that effect.

Very truly yours,

Secretary

DD:AM

settled for $600 and paid

paid in full.

REFERRED TO
BY SECRETARY

see me

Herewith

IN THE DISTRICT COURT OF THE UNITED STATES

FOR THE DISTRICT OF OREGON

In the Matter of)
H. L. Rice)
Bankrupt)

AFFIDAVIT

UNITED STATES OF AMERICA)
State of Oregon) ss.
County of Multnomah)

I, James Blair, being first duly sworn, do under oath say that I am the duly appointed, qualified and acting Trustee of the Estate of H. L. Rice in Bankruptcy, and that in connection with said Estate, E. C. Hall Company completed certain work on the Mt. Hood Rock Production Project, being its Contract No. 2242.

That the claim of R.O. Dail and Warren Brothers arising in connection with said work in the sum of - - -$887.50 was settled for - $600.00 which sum has been paid in full and the claim of Western Fence & Wire Works in the sum of - - - - - - - - - - - - -$ 54.87 has also been paid in full.

James Blair
Trustee

Subscribed and sworn to before me this 6th day of March, 1942.

Fred W. Harris

NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES MAR. 21, 1943

RECEIVED
MAR 3 1942
FOR FILING

March 2, 1942

Hansen & Rowland, Inc.
Washington Building
Tacoma, Washington

Attention: A. Van R. Schermerhorn

Gentlemen:

In accordance with your letter of February 27 we advise that we have not yet received any information to the effect that the claims of R. O. Dail & Warren Bros., in the amount of $887.50, and of Western Fence & Wire Works, in the amount of $54.87, against E. C. Hall Company's contract No. 2242 for work on the Mt. Hood Rock Production Project, have been paid.

On September 4, 1941, James Blair, trustee of the estate of Harry L. Rice, bankrupt, submitted an affidavit showing that all outstanding claims, with the exception of the two above mentioned, had been settled. In this affidavit he also states that the claim of R. O. Dail and Warren Bros. "by agreement and compromise will be paid in the amount of $600 on the next order of the Court"; and also "that the claim of Western Fence & Wire Works in the amount of $54.87 has not been paid but is acknowledged by the trustee as proper and will be paid on the next order of the Court".

We will appreciate another affidavit covering these two claims if they have been paid at this time.

Very truly yours,

DD:AM

Secretary

NOTED
D. D. Sec't

March 2, 1942

The Adjustment Bureau of
The Portland Association of Credit Men
471 Pittock Block
Portland, Oregon

Attention: James Blair

Gentlemen:

On September 4, 1941, you transmitted to this office an affidavit setting forth the status of all claims against E. C. Hall Company in connection with its contract No. 2242, for work on the Mt. Hood Rock Production Project.

Two claims, that of R. O. Dail & Warren Brothers, in the amount of $887.50, and that of Western Fence and Wire Works, in the amount of $54.87, had not been settled at that time but would be taken care of "on the next order of the Court".

If these claims have been settled at this time we will appreciate an affidavit to that effect.

Very truly yours,

DD:AM

Secretary

NOTED
D. DeBart

HANSEN & ROWLAND INC.
GENERAL AGENTS
TACOMA - SEATTLE - PORTLAND
SURETY BONDS GENERAL INSURANCE
TACOMA, WASHINGTON

H. T. HANSEN, PRES.
I. C. ROWLAND, SECY.

February 27, 1942

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND INC., NOT TO INDIVIDUALS.

RECEIVED
MAR 2 - 1942
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

RE: BOND NO. 48778 - E. C. HALL to STATE OF OREGON - Furnishing crushed rock in Stockpiles - Mt. Hood and Wapinitia Highway - Contract 2242

We have been advised by the Trustee, James Blair, that all claims have been met in connection with the above contract, and we would appreciate your advising us that all claims have been released.

Thanking you, we are,

Very truly yours,

HANSEN & ROWLAND, INC.
General Agents
A. Van R. Schermerhorn
A. VAN R. SCHERMERHORN, J.
Mgr. Surety Bond Dept.

EL

REFERRED
[illegible]
BY SECRETARY

What do our records show?
H.B.S.

RECEIVED
OCT 10 1941
FOR FILING

3-1203

October 9, 1941

Standard Oil Company of California
Pacific Building
Portland, Oregon

Gentlemen: **Attention C. F. Amundson**

This will acknowledge receipt of your letter of October 7 and advise that contract No. 2242, for furnishing crushed rock on the Mt. Hood Rock Production Project, in Clackamas and Wasco Counties, was entered into with E. C. Hall Company, Eugene. However, a good deal of the work on this project was performed by the subcontractor H. L. Rice.

All work on this contract was completed June 25, 1941, and was accepted by the Highway Commission, July 24, 1941.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DOD/re

NOTED
D. C DeSart

STANDARD OIL COMPANY OF CALIFORNIA

MARKETING DEPARTMENT
E. V. BURNS
DISTRICT SALES MANAGER
T. F. GUNN
G. H. MOORE
L. M. BUSSERT
ASSISTANT DISTRICT SALES MANAGERS
F. J. WAYMIRE
ASSISTANT TO THE DISTRICT SALES MANAGER

OFFICE
9TH FLOOR PACIFIC BLDG
820 S.W. YAMHILL STREET
P.O. DRAWER 980

PORTLAND, ORE.

Oct. 7, 1941

RECEIVED
OCT 9 - 1941
OREGON
STATE HIGHWAY COMMISSION

SUBJECT: E. C. Hall

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Our records indicate that Job #2242 was awarded to E. C. Hall and Company of Eugene, Oregon.

Please advise on the bottom of this letter if that is correct, and also if the job has been completed and accepted.

Very truly yours,

STANDARD OIL COMPANY OF CALIFORNIA

E. V. BURNS
District Sales Manager

By C. F. Amundson
Credit Division

CFA:AJ

Wl Hart
prepare reply
FMS

R

RECEIVED
SEP 18 1941
FOR FILING

3-1263

September 17, 1941

Shell Oil Company
1220 Southwest Morrison St.
Portland, Oregon

Gentlemen:

In accordance with your letters of August 28 and September 16 you are advised that contract No. 2242, with E. C. Hall, for production of crushed rock on the Mt. Hood Rock Production Project in Clackamas and Wasco Counties, was completed June 25, 1941, and accepted by the Commission July 24, 1941. Final payment for this work was mailed to Mr. Hall on September 8, 1941.

There have been a good many claims filed against this contract, totaling approximately $3,434.08; however, we have been notified by the creditors that practically all these claims have been paid.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DOD:NS

NOTED
D. O. DeSart

RECEIVED
SEP 17 1941
STATE HIGHWAY COMMISSION

SHELL OIL COMPANY
INCORPORATED
1220 S.W. MORRISON STREET
PORTLAND, OREGON

TELEPHONE ATWATER 7321

September 16, 1941

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Re: Contract #2242 - E. C. Hall
Clackamas & Wasco Counties

Will you please supply us with the completion and acceptance dates of this contract and advise whether or not any liens have been filed?

A self-addressed envelope is enclosed for your convenience.

Very truly yours,

SHELL OIL COMPANY
Incorporated

FRANK J. HURNER
Division Credit Manager

FJH:GC

RECEIVED
1941
ION

SHELL OIL COMPANY
INCORPORATED
1220 S.W. MORRISON STREET
PORTLAND, OREGON

TELEPHONE ATWATER 7321

August 28, 1941

State of Oregon
Highway Department
Salem, Oregon

Attention: Mr. Glaisyer

Gentlemen:

Re: Contract #2242 - Clackamas & Wasco Counties
E. C. Hall - Contractor

It will be appreciated if you will advise us the present status of this contract, giving the dates on which the contract was completed and accepted.

A self-addressed envelope is enclosed for your convenience.

Very truly yours,

SHELL OIL COMPANY,
Incorporated

FRANK J. HURNER
Division Credit Manager

FJH:GC
Encl.

R

RECEIVED
SEP 15 1941
FOR FILING

3-1203

September 15, 1941

Maryland Casualty Company
Hansen & Rowland, Inc.
Washington Building
Tacoma, Washington

Gentlemen:

In accordance with your letter of September 13 you are advised that the only claims not paid of the list we have on file are that of Dale & Warren Brothers, in the amount of $887.50, which, according to the Adjustment Bureau affidavit, "by agreement and compromise will be paid in the amount of $600.00 on the next order of the Court;" also the claim of the Western Fence & Wire Works, in the amount of $54.87, which "is acknowledged by the trustee as proper and will be paid on the next order of the Court."

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGD:RS

NOTED
D. DeSart

HANSEN & ROWLAND INC.

GENERAL AGENTS

TACOMA - SEATTLE - PORTLAND

SURETY BONDS GENERAL INSURANCE

TACOMA, WASHINGTON

H. T. HANSEN, PRES.
[illegible] ROWLAND, SECY

[illegible] 15 [illegible]

September 13, 1941

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND INC., NOT TO INDIVIDUALS.

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

RE: BOND NO. 48778 - E. C. HALL COMPANY to STATE OF OREGON - Mt. Hood Rock Production Project on Mt. Hood and Wapinitia Hwys., Clackamas & Wasco Counties

Many thanks for your letter of September 12, 1941 acknowledgeing consent to final payment on the above contract.

We would appreciate a list of the claims against this contract which you have not been advised have been paid.

Very truly yours,

HANSEN & ROWLAND, INC.
General Agents

By A. Van R. Schermerhorn
A. Van R. Schermerhorn
Mgr. Surety Bond Department

[illegible]
[illegible] Con't
[illegible]

AVRS:FS

R

RECEIVED
SEP 12 1941
FOR FILING

3-1203

September 12, 1941

The Adjustment Bureau of
The Portland Association of Credit Men
471 Pittock Block
Portland, Oregon

Gentlemen:

This will acknowledge receipt of your letter of September 4, transmitting an affidavit in which is set out the status of settlement for all claims against E. C. Hall Company and the Maryland Casualty Company.

On the basis of this affidavit and a letter of consent from the surety, we are able to release the semi-final payment to Mr. Hall.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD/mm

NOTED
D. DeSart

September 12, 1941

Maryland Casualty Company
Hansen and Rowland, Inc.
Washington Building
Tacoma, Washington

Gentlemen:

This will acknowledge receipt of your letter of September 4, consenting to final payment being made to E. C. Hall Company of monies due under Contract No. 2242, for furnishing crushed rock on the Mt. Hood Rock Production Project in Clackamas and Wasco Counties.

On the basis of this consent and an affidavit from The Adjustment Bureau of The Portland Association of Credit Men showing most of the claims against this job have been paid, we are releasing final payment to Mr. A. C. Hall.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD/mm

NOTED
D DeSart

THE ADJUSTMENT BUREAU
— OF —
THE PORTLAND ASSOCIATION OF CREDIT MEN
471 PITTOCK BLOCK
PORTLAND, OREGON

E. W. JOHNSON,
EXECUTIVE VICE PRESIDENT

- 1941

September 4, 1941.

Oregon State Highway Commission
Salem, Oregon

Mr. H. B. Glaisyer, Secretary.

Re: Harry L. Rice

Gentlemen:-

We have been requested to supply you with information regarding payment of certain claims set forth in your letter of August 12, 1941.

We are enclosing herewith an affidavit which we trust you will find satisfactory for the purpose of releasing the balance of moneys being held by you on said contract.

Yours very truly,

James Blair
Trustee

NRA:RB

REFERRED TO DeSart
BY SECRETARY

see me re this
WHS

NOTED
D. C. DeSart

IN THE DISTRICT COURT OF THE UNITED STATES

FOR THE DISTRICT OF OREGON

In the Matter of)
HARRY L. RICE) AFFIDAVIT
Bankrupt)

UNITED STATES OF AMERICA)
State of Oregon) ss
County of Multnomah)

I, James Blair, being first duly sworn, depose and say that I am the present trustee of the estate of Harry L. Rice, bankrupt, and that I have personal knowledge of the affairs of the said bankrupt estate.

The statement of the State of Oregon Highway Commission covering details of labor and material herein filed under Road Contract #2242 (Mt. Hood Rock Production Project) can be accounted for as follows:

The item of Clackamas County Bank (Mt. Hood Lumber Co.)	$300.53	✓
Interstate Heavy Hauling Co.	150.00	✓
Walther Williams Co	284.50	✓
Total	$735.03	

were paid by the former trustee, George W. Ingram, under order of the Court dated February 14, 1941.

The claim of Mrs. Bessie L. Rogan (board and room of employees) was paid in detailed amount by the said trustee, George W. Ingram, who received a receipt in full from Mrs. Bessie L. Rogan dated November 6, 1940.

The following labor claims were paid in full:

Kingsley C. Stone	$49.78	✓
Robert Ponth	153.05	✓
Pat L. Rogan	104.00	✓
R. H. Davidson	9.60	✓

Richard A. Davidson.	$55.87 ✓
Robert Mansfield.	37.67 ✓
Ben H. Miller.	73.20 ✓
Chas. C. Miller.	163.95 ✓
Wayne Hull.	23.50 ✓
Jake Davis.	158.25 ✓
R. L. Baker.	25.20 ✓
Robert Nichols.	106.50 ✓
Floyd Cole.	175.87 ✓
J. W. Baker.	103.50 ✓
Total	$1239.94

together with additional claims of several other employees were all paid and fully discharged by said George W. Ingram, trustee under Court order dated November 4, 1940.

That the claims of Walter F. Krebs. .	$322.03 ✓
Sandy Market. . . .	184.71 ✓
Total	$506.74

representing checks cashed by employees of Harry L. Rice, were redeemed and paid by check to Kenneth Proctor, attorney, on December 16, 1940.

That by agreement of the parties the claim of Dale & Warren Bros. in the amount of $887.50 ✓ has not been paid to-date, but by agreement and compromise will be paid in the amount of $600.00 on the next order of the Court.

That the claim of Western Fence & Wire Works in the amount of $54.87 ✓ has not been paid but is acknowledged by the trustee as proper and will be paid on the next order of the Court.

This takes care of all of the items listed by the Highway Commission under its letter dated August 12, 1941; all of the claims having been paid except that of Dale & Warren Bros. and Western Fence & Wire Works which will be ordered paid out of moneys on hand by the Court as above indicated.

James B Blair

Subscribed and sworn to before me this 5th day of Sept 1941.

Wallace Redman
Notary Public for Oregon

My commission expires: Mch 6-1944

HANSEN & ROWLAND INC.
GENERAL AGENTS
TACOMA - SEATTLE - PORTLAND
SURETY BONDS GENERAL INSURANCE
TACOMA, WASHINGTON

H. T. HANSEN, PRES.
I. C. ROWLAND, SECY

September 4, 1941.

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND INC., NOT TO INDIVIDUALS.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

RE: BOND NO. 48778 - E, C, HALL COMPANY to STATE OF OREGON - Mt. Hood Rock Production Project on Mt. Hood and Wapinitia Highways in Clackamas and Wasco Counties. Contract No. 2242.

The Maryland Casualty Company, surety on the bond of E. C. Hall Company to the State of Oregon in connection with the above contract, hereby consents to final payment being made to E. C. Hall Company of moneys due on the above contract, notwithstanding the claims filed against the same, without prejudice to the bond referred to.

Executed at Portland, Oregon, this 4th day of September, 1941.

Yours very truly,

MARYLAND CASUALTY COMPANY

By A. Van R Schumacher
Attorney-in-Fact.

AVRS:FT

File

NOTED
D. [illegible] DeSart

RECEIVED
SEP 10 1941
FOR FILING

3-1203

R

Salem
September 8, 1941

Mt. Hood Rock Production Project

Mr. S. H. Probert
Office Engineer
OFFICE

The Commission authorized payment of the final estimate in connection with contract No. 2242.

C. B. McCullough

CBM:MC

RECEIVED
APR 3 1942
FOR FILING

3-1203

3 d

9/4/41

Contract 2242

~~Hood River~~

Mt Hood Rock Production Project –
E. C. Hall Co
final ready to pay

$ 3,377.21 claims outstanding

?. release final payment
in amount → $ 8,515.67

M

Form B-30—Revised—[illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

AUGUST 30, 1941

Subject:

To: H. B. GLAISYER,
SECRETARY

L

I AM HOLDING FOR YOUR RELEASE, WARRANT NO. 207846, IN FAVOR OF E. C. HALL COMPANY, FOR $8,515.67.

THIS PAYMENT COVERS THEIR CONTRACT NO. 2242, ESTIMATE NO. 5-FINAL.

I SHALL HOLD THIS WARRANT UNTIL FURTHER ADVICED.

ACCOUNTING DIVISION

BY

REFERRED TO [illegible]
BY SECRETARY

Do we have any record that the claims have been paid on this job? HBG

No.
D.T.
write letter

August 12, 1941

E. C. Hall Company
1160 Grant Street
Eugene, Oregon

Gentlemen:

I wrote you today advising that the amount of the final payment due you in connection with contract No. 2242, Mt. Hood Rock Production Project, was $6461.12.

I wish to now advise you that this amount is in error and should be $8515.67.

Very truly yours,

[illegible]

Secretary

August 12, 1941

E. G. Hall Company
1160 Grant Street
Eugene, Oregon

Gentlemen:

The State Highway Commission is about ready to make final payment to you in connection with your contract No. 2242, Mt. Hood Rock Production Project on the Mt. Hood and Wapinitia Highways, in Clackamas and Wasco Counties. This payment is in the amount of $6461.12.

Before we can release the warrant it is necessary that we have a statement from you relative to the payment of claims that have arisen out of this job. Our records disclose claims aggregating $3,379.21. We have knowledge of two additional claims, the amounts of which are unknown to us.

If you will satisfy these accounts and will furnish us receipts we will be pleased to release the warrant as soon as we receive it from the Secretary of State.

For your information I inclose a statement listing the claims that our records show are outstanding against this job.

Very truly yours,

HBG:AM

Secretary

REFERRED TO [illegible]
BY SECRETARY

see me re this

#2242 E.C. Hall Co

5 3.	Lumber : Clark Co Bank and Mt. Hood Lbr. Co thru K E Proctor
30	Board & Room : Bessie L. Rogan thru Wm P Lord
150.00	Deliver Shovel : Interstate heavy Hauling Co.
49.78	Labor : Kingsley G. Stone
153.05	" Robert Ponth
104.00	" Pat L. Rogan
9.60	" R.H. Davidson
55.87	" Richard A. Davidson
37.67	" Robert Mansfield
73.20	" Ben H. Miller
163.95	" Chas. C. Miller
23.50	" Wayne Hull
322.03	Bad checks : Walter F. Krebs
158.25	Labor : Jake Davis
25.20	" L.R. Baker
106.50	" Robt Nichols
175.87	" Floyd Cole
103.50	" J.H. Baker
184.71	Bad checks : Sandy Market
887.50	Equip Rental : R.O. Dale & Warren Bros.
284.50	Materials : Walther-Williams Co. Inc.
?	" Western Fence & Wire Works
3,379.21	

PROJECT

E. C. HALL COMPANY

Lumber Company Lumber
Board & Room
Delivery of shovel
Labor
"
"
"
"
"
"
"
"
Bad checks
Labor
"
"
"
"
Bad checks
Equipment rental
Materials
"

CONTRACT NO. 2242

MT. HOOD ROCK PRODUCTION PROJECT

E. C. HALL COMPANY

$ 300.93	Clackamas County Bank and Mt. Hood Lumber Company	Lumber
?	Bessie L. Rogan through Wm. P. Lord	Board & Room
150.00	Interstate Heavy Hauling Company	Delivery of shovel
49.78	Kingsley C. Stone	Labor
153.05	Robert Pouth	"
104.00	Pat L. Rogan	"
9.60	R. H. Davidson	"
55.87	Richard A. Davidson	"
37.67	Robert Mansfield	"
73.20	Ben H. Miller	"
163.95	Charles C. Miller	"
23.50	Wayne Hull	"
322.03	Walter F. Krebs	Bad checks
158.25	Jake Davis	Labor
25.20	L. R. Baker	"
106.50	Robert Nichols	"
175.87	Floyd Cole	"
103.50	J. H. Baker	"
184.71	Sandy Market	Bad checks
887.50	R. O. Dale & Warren Brothers	Equipment rental
284.50	Walther-Williams Company, Inc.	Materials
?	Western Fence & Wire Works	"
$3,379.21		

D. G. DeSart

RECEIVED
AUG 12 1941
FOR FILING

3-120

R

August 12, 1941

Maryland Casualty Co.
Hanson & Rowland, Inc.
Washington Bldg.
Tacoma, Washington

Gentlemen:

You are hereby notified that state highway contract No. 2242 for work on the Mt. Hood Rock Production Project, on the Mt. Hood and Wapinitia Highways, in Clackamas and Wasco Counties, has been completed by the contractor, E. C. Hall Company, and that final settlement will be made on or after August 22, 1941.

There are claims filed against this project, of which you have been previously notified, aggregating $3,379.21.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $32,137.00, including final payment, and that no force account work was performed therein. This contract was completed on June 25, 1941 and accepted by the Commission on July 24, 1941.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

NOTED
D. G. DeSart

R

RECEIVED
AUG 2 1941
FOR

3-1203

Salem, Oregon
July 25, 1941

Mr. E. A. Collier
Highway Division Engineer
9200 S. E. McLoughlin Blvd.
Portland, Oregon

Dear Sir:

We refer to your letter of July 16, addressed to H. G. Smith, in which you mention that the limits fixed in the contract for the ¼" - 0" materials to be furnished on the Mt. Hood Rock Production Project has been exceeded.

As variation from this specified limit has the same effect as the changing of a contract price, it can only be done as a matter of adjustment, and, therefore, must be approved by the State Highway Engineer. Please, therefore, submit price agreements; one to cover the increase in ¼" - 0" materials, and one to fix a price for ¼" - 1/8" materials.

Allowance of extra payment for this excess of ¼" - 0" materials establishes a precedent that probably will have to be conformed with on every job where there is an overrun of the contract quantities of crushed materials. To get around this, we will either have to discontinue placing a limit on the ¼" - 0" material or fix the limit as a percentage of the total quantity of all other sizes of crushed materials.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

SHP:ER

cc to H. G. Smith

FORM E-30 25M 8-41

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon

July 16, 1941

Subject: Final Data, Mt. Hood
Rock Production

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Herewith final data for Mt. Hood Rock Production Contract No. 2242.

1. Pad Platted Cross Sections
2. Pad Computation Sheets
3. Book Cross Section Notes
4. Pad Material Receipts for Maintenance Crew Withdrawals
5. 4 copies Semi-final Estimate
6. 3 copies Quantity Summary Sheet
7. ~~Job writeup by Peterson.~~

We had contractor produce about 10% more than contract quantity of each size of material and in addition took 571.2 cubic yards of 1/4"-1/8" material at bid price for 1/4"-0" material. This increase was made at contractor's suggestion and on approval from Salem, and will all be required in next few years.

Two piles at Mile Post 18.80 were rejected as too dirty for oil work, and contractor was advised he could sell them to Forest Service, or we would take them at reject price--$0.25 plus haul. He elected the latter plan.

Forest Supervisor Waha has complained about clean up, and I am having contractor do a job of it, and have asked him to secure Forest Service approval. When this is secured, we will advise you that the job is complete.

On November 13, 1940, Commission extended completion date to June 30, 1941 without penalty. All work except clean up was finished by June 28.

Very truly yours,

E. A. Collier
Division Engineer

EAC:IH
cc: Carl A. Peterson

Form E-1—[illegible]—10-40

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 5, 1941

Section Mt Hood
Kind of work Rock Production
Highway Mt. Hood & Wapinitia
Section prefix 3-1203
Contractor E.C. Hall
Contract number 2242
Date of contract Nov. 3, 1939
Date of completion Oct 21, 1940
Date work started June 1, 1940
Estimated date of completion -, 1941
Amount of contract $27,394.00
Per cent of time elapsed 100 %
Estimated cost of completed project, exclusive of engineering $27,394.00
Per cent of contract completed, based on total contract price 100 %
Engineering cost to date, $1090.00, 4 %
Date project was completed -, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractors' job completed except for cleaning up debris around camp site and quarry.

Engineer crew worked 3 days on this section on final records.

NOTED
RAY WEBBER

RECEIVED
JUL 7 [illegible]
OFFICE OF
CONST. ENGINEER

Signed Carl A. Peterson
Address Troutdale,

NOTED
VAN SCOY

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities	15900				
Estimated quantities moved or placed to date	17000				
Average daily quantities	–				
Average daily quantities necessary to complete project on time	–				
Number shifts per day	–				
Hours per shift	–				
Average force on project for week	–				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

Form [illegible]

R

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 28, 1941

Section Mt. Hood

Kind of work Rock Production

Highway Mt. Hood - Wapinitia

Section prefix 3-4203

Contractor E. C. Hall

Contract number 2242

Date of contract November 3, 1939

Date of completion October 31, 1940

Date work started June 1, 1940

Estimated date of completion June 25, 1941

Amount of contract $27,394.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $27,394.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $900.00, 3.5 %

Date project was completed June 25, 1941

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed trimming the Stock Piles and moved plant Wednesday.

Engineer Crew remeasured stock piles 3 days this week.

Final Records will be completed next week.

RECEIVED
JUN 30
OFFICE OF
[illegible] ENGINEER

Signed Carl A. Peterson

Address Troutdale

NOTED
VAN SCOY

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities		15,900			
Estimated quantities moved or placed to date		17,000			
Average daily quantities		50			
Average daily quantities necessary to complete project on time					
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		17			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	15					2	17
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	Ptly. Cldy.		
Tuesday	" "		
Wednesday	" "		
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
JUN 23 1941
FOR FILING

3-1503

June 21, 1941

Shell Oil Company
1220 S. W. Morrison St.
Portland, Oregon

Gentlemen: **Frank J. Rumner**

This will acknowledge receipt of your request of June 4, and advise that we have paid to E. C. Hall Company on their contract No. 2242, for production of crushed rock on the Mount Hood Rock Production Project, on the Mt. Hood and Wapinitia Highway, in Clackamas and Wasco Counties, a total of $23,621.33, for work performed to June 15, 1941. We are also retaining $2,054.55.

It is anticipated that this work will be completed by the end of this month.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGD:RS

RECEIVED
JUN 6 - 1941
OREGON
STATE HIGHWAY COMMISSION

SHELL OIL COMPANY
INCORPORATED
1220 S.W. MORRISON STREET
PORTLAND, OREGON
TELEPHONE ATwater 7321

June 4, 1941

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Glaisyer

Gentlemen:

Re: E. C. Hall - Contract 2242

Kindly favor us with a progress report on the above job.

If the work has been finished, please advise completion and acceptance dates.

Very truly yours,

SHELL OIL COMPANY,
Incorporated

PWH:GC

FRANK J. HURNER
Division Credit Manager

RECEIVED
APR 2 1941
FOR FILING

3-1203

April 1, 1941

Shell Oil Company
1220 S. W. Morrison St.
Portland, Oregon

Gentlemen: Attention Frank J. Hurner

In accordance with you request of March 27, for a progress report on E. C. Hall's contract No. 2242, this will advise you that the total amount paid to date on this contract is $9,379.53. The retained percentage is $1,655.21. This is for work performed to and including November 15, 1940.

It is estimated that the project will be completed about the end of May.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

DGD:RB Secretary

RECEIVED
MAR 28 1941
STATE HIGHWAY COMMISSION

SHELL OIL COMPANY
INCORPORATED
1220 S.W. MORRISON STREET
PORTLAND, OREGON

TELEPHONE ATWATER 7321

March 27, 1941

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Re: E. C. Hall - Contract 2242

Kindly favor us with a progress report on the above job. If the work has been finished, please advise completion and acceptance dates.

Very truly yours,

SHELL OIL COMPANY,
Incorporated

FRANK J. HURNER
Division Credit Manager

RER:GC

RECEIVED
JAN 31 1941
FOR FILING

3-1202

January 30, 1941

Western Fence & Wire Works
1315 Southeast Ninth Avenue
Portland, Oregon

Attention: S. H. Palmer, Manager

Gentlemen:

Replying to your letter of January 29, requesting information concerning the E. C. Hall Company contract at Brightwood, wish to advise as follows:

The job to which you refer is the Mt. Hood Rock Production Project on the Mt. Hood and Wapinitia Highways, in Clackamas and Wasco Counties, and is designated as state highway contract No. 2242. In connection with this job the contractor furnished a surety bond for the protection of claims, which bond was written by the Maryland Casualty Company for whom Hansen and Rowland are agents with offices in the Washington Building, Tacoma, Washington.

According to our records this job is not yet completed so you are not too late to file a claim against the bond. However such claim should be filed with the Secretary of State in accordance with the provisions of Chapter 517, Oregon Laws, 1939, a mimeographed copy of which is inclosed.

Very truly yours,

HBG:AM

Secretary

NOTED
D. G. DeSart

January 30, 1941

Maryland Casualty Company
Hanson & Rowland, Agents
Washington Building
Tacoma, Washington

Gentlemen:

Attached hereto for your information is a copy of a letter that the State Highway Commission has just received from the Western Fence & Wire Works, Portland, advising that they have a claim against E. C. Hall Company for furnishing screen cloth sections for the E. C. Hall Company's contract at Brightwood. We assume that this is the Mt. Hood Rock Production Project, Contract No. 2242, in connection with which you wrote the contract bond.

Very truly yours,

HBG:AM

Secretary

cc - E. C. Hall Company
1160 Grant Street
Eugene, Oregon

WESTERN FENCE & WIRE WORKS

(MANUFACTURERS)

Wire and Iron Work
Fence Erectors

Spiral Wire Conveyors
Belting

Trade Mark Reg. :: Patented

1315 SOUTHEAST NINTH AVE., Corner of Main :: P. O. BOX 2068

PORTLAND, OREGON

RECEIVED
JAN 30 1941
OREGON
STATE HIGHWAY COMMISSION

January 29, 1941

Oregon State Highway Commission
Salem,
Oregon

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, FIRES, ACCIDENTS, DELAYS OF CARRIERS AND OTHER DELAYS UNAVOIDABLE OR BEYOND OUR REASONABLE CONTROL. QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE.

Attention: Mr. H. B. Glaisyer

Gentlemen:

We furnished screen cloth sections for the E. C. Hall job at Brightwood for which we have not received payment. Will you be so kind as to advise us their Bonding Company, Contract Number, and when the job was finished and if we are too late to file on this particular job?

Thanking you in advande, we are,

Very truly yours,

WESTERN FENCE & WIRE WORKS

BY S H Palmer
S. H. Palmer Mgr.

#2242
Maryland Casualty Co.
Hansen & Rowland Inc. Wash. Bldg, Tacoma
not yet completed estimated 6/30/41

SHP*VW

ANSWERED
H. B. GLAISYER

RECEIVED
JAN 31 1941
FOR FILING

3-1203

January 30, 1941

Interstate Heavy Hauling Co.
65 N. E. Columbia Boulevard
Portland, Oregon

Attention: A. M. Moore

Gentlemen:

In reply to your inquiry of January 29 relative to the status of your claim against H. L. Rice, subcontractor under E. C. Hall Company on Contract No. 2242, rock production project on the Mt. Hood and Wapinitia Highways, in Clackamas and Wasco Counties, wish to say that so far as we know claims against this job are still in process of settlement.

I would suggest that you make further inquiry of the E. C. Hall Company whose address is 1160 Grant Street, Eugene. Mr. Rice was subcontractor on this work.

I think I have previously informed you that you have recourse in the courts against the bond furnished by E. C. Hall Company in connection with this job. if you want to take advantage of it. The bond was written by the Maryland Casualty Company for whom Hansen and Rowland are agents with offices in the Washington Bldg., Tacoma, Washington.

I am sorry I cannot give you additional information.

Very truly yours,

HBG:AM

Secretary

NOTED
D. G. DeSart

INTERSTATE
HEAVY HAULING CO.
Office Pho[redacted]ght Phone TRinity 2835
TRinity 1172
65 N. E. Columbia Boulevard
PORTLAND, OREGON

February 29th 1941

RECEIVED
JAN 30 1941

State Highway Commission,
Salem, Oregon.

Gentlemen:-

With reference to our invoice No 747- $150.00 for a shovel, to W.L.Rice, used on the Mt Hood Rock Production project, contract 2242-

We would like to know the status of this claim and when we may expect payment of the invoice.

Yours very truly,

Filed thru Sec't State 10/1/40
E.C. Hall contract.

ANSWERED
H. B. GLAISYER

RECEIVED
JAN 16 1941
FOR FILE

3-1203

January 15, 1941

E. C. Hall Company
1160 Grant St.
Eugene, Oregon

Gentlemen:

At the meeting of the State Highway Commission held on November 13, 1940, the following action was taken on your request for an extension of time:

"E. C. Hall Company, Contract No. 2242, for the Mt. Hood Rock Production Project on the Mt. Hood and Wapinitia Highways, in Clackamas and Wasco Counties, requested an extension of time, from October 31, 1940, to June 30, 1941, within which to complete this job. They stated that when this job was awarded to them they had several contracts under way, requiring the production of crushed rock, which utilized all of their crushing equipment, so in order to expedite this particular project they leased equipment from contractor H. L. Rice who failed during the progress of the work and was adjudged bankrupt, necessitating the discontinuance of the use of his equipment. As a result, these operations were slowed down to such an extent that they could not be completed before bad weather set in and it will be necessary to extend the time limit until next year when weather conditions are favorable. The Engineer advised that this contract was awarded on November 3, 1939, but the contract provided that the work need not be commenced before April 15, 1940, and that all material for the Mt. Hood Highway should be produced and stockpiled not later than June 30, 1940, and that all work under this contract should be completed not later than October 31, 1940. He further stated that the contractor did not get a very early start on the work—in fact the first rock was produced from the Brightwood quarry on August 19; however, production from this quarry was completed on October 19. Due to sickness of both subcontractors Harry L. Rice and Knute Lien and to financial embarrassment of these men it was necessary for Mr. Hall to take over the subcontractors equipment early in October which was too late for him to make any progress from the other quarry that was provided for his use, known as the Bear Paw Quarry, before bad weather set in but he has agreed to expedite the work early next spring so as to complete the job not later than June 30, 1941. He recommended in view of the adverse conditions surrounding this contract that the extension of time be granted without penalty. The Commission approved the recommendation unanimously."

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

cc - Wm. E. Chandler

RECEIVED
JAN 2 1941
~~FOR FILING~~

3-1203

December 31, 1940

Shell Oil Company
1220 S. W Morrison St.
Portland, Oregon

Gentlemen: Attention Frank J. Hurner

In accordance with your request of December 19 we are enclosing stencil form giving information on the E. C. Hall Company contract No. 2242, covering the Mt. Hood Rock Production Project.

You are advised that approximately 40% of the work has been finished, and it is anticipated that all work under this contract will be completed by May 31, 1941.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS
encl.

NOTED
D. G. DeSart

a

SHELL OIL COMPANY
INCORPORATED
1220 S.W. MORRISON STREET
PORTLAND, OREGON
TELEPHONE ATWATER 7321

RECEIVED
DEC 20 1940
STATE HIGHWAY COMMISSION

December 19, 1940

State of Oregon
Highway Department
Salem, Oregon

Attention: Mr. Glaisyer

Gentlemen:

Re: E. C. Hall - Contract 2242

Sometime ago we requested information on E. C. Hall's contract 2242 which is in the vicinity of Brightwood, Oregon. Possibly our request went astray, but as we need this information, we shall appreciate your completing the attached stencil at your early convenience.

Please advise also approximately what percent of the work is finished and when completion date is expected.

Very truly yours,

SHELL OIL COMPANY,
Incorporated

FRANK J. HUBNER
Division Credit Manager

40%
5-31-41

RER:GC
Encl.

RECEIVED
DEC 13 1940
FOR FILING

3-1-03

December 13, 1940

Honorable Earl Snell
Secretary of State
Capitol

Dear Sir:

This acknowledges receipt of your letter of December 12, 1940, enclosing three copies of a notice of claim by the Walther-Williams Company for $160.20 against R. O. Dail and Warren Brothers, Inc. for work on contract No. 2282, Warm Springs Agency-Vanora Section of the Warm Springs Secondary Highway; and for $284.50 against the E. C. Hall Company, for work on contract No. 2242, Mt. Hood Rock Production Project, on the Mt. Hood and Wapinitia Highways in Clackamas and Wasco Counties.

We have noted this claim in our records of these jobs and will today forward to the contractors and their sureties copies of the notice thereof.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

NOTED
D. G. DeSart

RECEIVED
DEC 13 1940
FOR FILING

3-1203

December 13, 1940

Maryland Casualty Company
Hansen & Rowland, Inc.
Washington Building
Tacoma, Washington

Gentlemen:

We have received, through the office of the Secretary of State, copies of a notice of claim by the Walther-Williams Company for $284.50 against E. C. Hall & Company, being State Highway contract No. 2242, Mt. Hood Rock Production Project on the Mt. Hood & Wapinitia Highways in Clackamas and Wasco Counties.

Inasmuch as you are surety for the contractors on this job, we hand you herewith, for your information and such action as is necessary, a copy of this notice of claim.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS
encl.

cc - E. C. Hall Co.
1160 Grant St.
Eugene, Ore.

NOTED
D. G. DeSart

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
DEC 13 1940
STATE HIGHWAY COMMISSION

December 12, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There are enclosed for your information and files, three copies of an amended notice of claim by Walther-Williams Company for $160.20 against the bond taken from R. O. Dail & Warren Brothers Inc. principal, and U.S. Fidelity & Guaranty Company, surety, for work on contract No. 2282; and for $284.50 against the bond taken from E. C. Hall & Company, principal, and Maryland Casualty Company for work on contract No. 2242, which was received from Brown & Van Vactor, Attorneys, The Dalles, and filed in this office today.

Please acknowledge receipt of the copies.

Very truly yours,

Earl Snell

Secretary of State

S:FM
encs. 3

desart
usual letters

COPY

To the State of Oregon
Highway Commission
Salem, Oregon

Harry L. Rice, subcontractor;
R. O. Dail & Warren Brothers, Inc.;
U. S. Fidelity and Guaranty Co., a corporation of Baltimore, Maryland;
E. C. Hall & Company;
Maryland Casualty Company, a corporation of Baltimore, Maryland.

NOTICE IS HEREBY GIVEN, That the undersigned, WALTHER-WILLIAMS COMPANY, an Oregon corporation, claimant, has filed amended claims for material, one claim being in the sum of $160.20 against the bond taken from R. O. Dail & Warren Brothers, Inc., as principal, and the United States Fidelity and Guaranty Company, a corporation of Baltimore, Maryland, as surety upon such bond, for the construction work entered into by the principal with the State Highway Commission of the State of Oregon under contract #2282 for 5.1 miles of surfacing and oiling on the Warm Springs secondary highway in Jefferson County, Oregon, being the section known as the Warm Springs Agency-Vanora; and the second amended claim in the sum of $284.50 against the bond taken from E.C. Hall & Company, as principal, and the Maryland Casualty Company of Baltimore, Maryland, as surety upon such bond, for construction work entered into by the principal with the State Highway Commission of the State of Oregon under contract #2242 for furnishing 15,900 cubic yards of crushed rock in stock piles on the Mt. Hood and Wapinitia Highway in Clackamas and Wasco Counties, Oregon.

WALTHER-WILLIAMS COMPANY, a corporation,
The Dalles, Oregon.
Claimant.

By HARRY E. WALTHER
Vice-president and general manager.

Endorsed: File No. 2930
Filed December 12, 1940
EARL SNELL
Secretary of State

COPY

To the State of Oregon
Highway Commission
Salem, Oregon

Harry L. Rice, subcontractor;
R. O. Dail & Warren Brothers, Inc.;
U. S. Fidelity & Guaranty Co., a corporation of Baltimore, Maryland;
E. C. Hall & Company
Mayyland Casualty Company, a corporation of Baltimore, Maryland.

NOTICE IS HEREBY GIVEN, That the undersigned, WALTHER-WILLIAMS COMPANY, an Oregon corporation, claimant, has filed amended claims for material, one claim being in the sum of $160.20 against the bond taken from R. O. Dail & Warren Brothers, Inc., as principal, and the United States Fidelity and Guaranty Company, a corporation of Baltimore, Maryland, as surety upon such bond, for the construction work entered into by the principal with the State Highway Commission of the State of Oregon under contract #2282 for 5.1 miles of surfacing and oiling on the Warm Springs secondary highway in Jefferson County, Oregon, being the section known as the Warm Springs Agency-Vanora; and the second amended claim in the sum of $284.50 against the bond taken from E. C. Hall & Company, as principal, and the Maryland Casualty Company of Baltimore, Maryland, as surety upon such bond, for construction work entered into by the principal with the State Highway Commission of the State of Oregon under contract #2242 for furnishing 15,900 cubic yards of crushed rock in stock piles on the Mt. Hood and Wapinitia Highway in Clackamas and Wasco Counties, Oregon.

WALTHER-WILLIAMS COMPANY, a corporation,
The Dalles, Oregon.

Claimant.

By HARRY E. WALTHER
Vice-president and general manager.

Endorsed: File No. 2930
Filed December 12, 1940
EARL SNELL
Secretary of State

NOTED
D. G. DeSart

RECEIVED
DEC 13 1940
FOR FILING

3-1283

December 12, 1940

Brown & Van Vactor
Pioneer Building
The Dalles, Oregon

Gentlemen:

This will acknowledge receipt of your letter of December 11, transmitting amended claims in behalf of Walther-Williams Company, against H. L. Rice, Subcontractor; E. C. Hall, Contractor, and Maryland Casualty Company, Surety, on contract No. 2242, in the amount of $284.50; and against H. L. Rice, Subcontractor; R. O. Dail & Warren Brothers, Contractors, and U. S. Fidelity & Guaranty Company, Surety on contract No. 2282, in the amount of $160.20.

In accordance with our usual custom, we are calling these amended notices to the attention of the contractors, subcontractors and their sureties.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGD:RS

NOTED
D. G. DeSart

T. LELAND BROWN

SAM VAN VACTOR

LAW OFFICES
OF
BROWN AND VAN VACTOR
PIONEER BUILDING
THE DALLES, OREGON

December 11, 1940

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Re: State Highway contracts
#2242 and #2282.

Dear Sir:

I am herewith enclosing second amended claims for Walther-Williams Company to be filed in the above entitled matter.

Several weeks ago I filed claims in this matter and since then we have been informed by Harry L. Rice, subcontractor, that he was mistaken in the information he gave to Walther-Williams Company of the manner in which he expended the material as between the two contracts. We have prepared these second amended claims and are asking you to substitute them in place of the claims heretofore filed. These claims are based on new information given to Walther-Williams Company by the said Harry L. Rice and Knute Lien.

You will note now that Walther-Williams Company is claiming that $160.20 is the value of the material used by the subcontractor under State Highway contract #2282 and $284.50 is the value of said material expended by the said contractor in the prosecution of his work under State Highway contract #2242.

Will you kindly acknowledge receipt of these claims.

Thanking you for your cooperation in this matter, we are

Very truly yours,

BROWN & VAN VACTOR

By T. Leland Brown

TLB:MF
Enc.

RECEIVED
DEC 13 1940
FOR FILING

2-1203

December 12, 1940

Maryland Casualty Company
Hansen & Rowland, Inc.
Washington Building
Tacoma, Wash.

Gentlemen:

We have today received notice from Walther-Williams Company amending their claim against E. C. Hall Company and the Maryland Casualty Company, for supplies furnished on contract No. 2242.

They are now claiming the amount of $284.50 due and payable to them for supplies used on this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGD:RS
cc - E. C. Hall - 1160 Grant St.
Eugene, Oregon

cc - H. L. Rice
9 N. E. 31st Ave.
Portland, Oregon

NOTED
D. G. DeSart

2242
$284.50

EXHIBIT A

H. L. RICE
Portland, Oregon

Dec. 3-1940
Portland, Ore.

Mr. Leo Goar

Dear Sir:

In my letter of Oct. 12-1940 I was wrong on the tires as following figures will show:

		R.O. Dail, Warm Springs	E.C.Hall, Brightwood.
2 - 9/75 - 20	$100.00	75% or $75.00	25% or $25.00
4 - 9/75 - 20	250.00	25% or $62.50	75% or $187.50
1 - 40 x 8	72.00		100% or 72.00
2 - 550-18 b tubes (deducted from labor	22.70	100% or $22.70	
		$160.20	$284.50

Yours truly

(Sgd) H. L. RICE

COPY

TO THE STATE HIGHWAY COMMISSION

OF THE

STATE OF OREGON

In the matter of the contract for furnishing 15900 cubic yards of crushed rock in stock piles on the Mt. Hood and Wapinitia Highway in Clackamas and Wasco Counties, Oregon.	SECOND AMENDED CLAIM FOR MATERIAL UNDER CONTRACT NO. 2242.

I, HARRY E. WALTHER, being first duly sworn, say that I am vice-president and acting general manager of the firm of Walther-Williams Company, Inc., claimant. That I am familiar with the books and accounts of said claimant and its general business and particularly the sale of material furnished to Harry L. Rice, subcontractor of contractor E. C. Hall & Company, who was awarded contract No. 2242 by the Highway Commission of the State of Oregon for furnishing 15900 cubic yards of crushed rock in stock piles on the Mt. Hood and Wapinitia Highway in Clackamas and Wasco Counties.

That the claimant heretofore filed a claim and amended claim in this matter. That since the filing of the claim and amended claim the subcontractor, Harry L. Rice, now claims to have made a mistake as to the use and expenditure ~~of the percentage~~ of the material used in the prosecution of the work of his two subcontracts. It appears now from statements made by Knute Lien and statements and a letter from Harry L. Rice that the material purchased by the said Harry L. Rice from the claimant, Walther-Williams Company, was used by the said Harry L. Rice for the prosecution and completion of two subcontracts, one subcontract being a contract awarded to the said Harry L. Rice from E. C. Hall & Company under State Highway contract #2242 and the other subcontract being awarded Harry L. Rice by R. O. Dail & Warren Bros., Inc. under State Highway contract #2282.

That the said claimant, Walther-Williams Company, at the request of the said Harry L. Rice, for the prosecution and completion of the work of his subcontracts with the contractors hereinabove named, supplied the said Harry L. Rice with the following materials for such work:

June 20, 1940...2 975x20 GG tires.............	$100.00	
July 1, 1940...4 975x20 HS T&B tires.........	250.00	
1 40x8 HS tire................	72.00	
18, 1940...2 550x18 6 ply lib tires......	19.70	
2 B18 tubes....................	3.00	$444.70

That the agreed and reasonable price of said material is the sum of $444.70. That the said material, consisting of tires and tubes, was used by Harry L. Rice in the performance of his subcontract for furnishing 15900 cubic yards of crushed rock in stock piles on the Mt. Hood and Wapinitia Highway in Clackamas and Wasco Counties as specified in contract #2242.

That this claimant, based on a letter hereto attached and marked "Exhibit A" and from statements of Knute Lien, alleges that the materials sold by the claimant to the said Harry L. Rice and used by the said contractor in the prosecution of the work under his subcontract with E. C. Hall & Company was worn out and expended under said contract as follows:

2 975x20 tires....	$100.00.......	25%.......	$ 25.00	
4 975x20 tires....	250.00.......	75%.......	187.50	
1 40x8 tire.......	72.00.......	100%......	72.00	$284.50

That as a result of the use of said material sold by this claimant to the said Harry L. Rice this claimant states there is now due and owing from the said Harry L. Rice, E. C. Hall & Company, and their bondsmen, the sum of $284.50. That the said sum of $284.50 is the reasonable value of said material expended on said highway under contract #2242 and that the said Harry L. Rice and E. C. Hall & Company and their bondsmen are justly indebted to the said claimant in the sum of $284.50 for the material so expended under said contract #2242 and that neither this claimant nor any other person to my knowledge or belief has received any manner of satisfaction or security whatsoever for said claim and that no payments have been made thereon and that there are no counterclaims or offsets thereto to my knowledge, and that the whole sum of $284.50, as hereinabove set forth, is now due, owing and unpaid.

That the said claimant is informed and further states that the job covered by said contract has not yet been accepted by the State of Oregon nor has final settlement been made.

WALTHER-WILLIAMS COMPANY, INC.
The Dalles, Oregon

Creditor

By Terry E. Walther
Vice-president and general manager

Subscribed and sworn to before me this 11th day of December, 1940.

T. Leland Brown
Notary Public for Oregon
(Seal) My commission expires October 7, 1944.

TO THE STATE HIGHWAY COMMISSION
OF THE STATE OF OREGON.

In the Matter of a contract for furnishing 15900 cubic yards of crushed rock in stock piles on the Mt. Hood and Wapinitia Highway in Clackamas and Wasco Counties, Oregon.

SECOND AMENDED CLAIM FOR
MATERIAL UNDER CONTRACT #2242.

WALTHER-WILLIAMS COMPANY,
The Dalles, Oregon,

Claimant.

BROWN & VAN VACTOR
THE DALLES, OREGON

RECEIVED
DEC 4 1940
FOR FILING

3-1203

November 27, 1940

Hon. Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of November 26, enclosing three copies of a notice of claim by R. O. Dail & Warren Bros., Inc, in the amount of $887.50, against E. C. Hall Company for rental of equipment and for labor in connection with the performance of State Highway Contract No. 2242, known as the Mt. Hood Rock Production Project, on the Mt. Hood and Wapinitia Highways, in Clackamas and Wasco Counties.

We have made note of this claim in our records of this job and will see that copies of the notice thereof are today sent to the contracting firm and its surety, Maryland Casualty Company.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

MBL

NOTED
D. G. DeSart

November 27, 1940

MARYLAND CASUALTY COMPANY
c/o Hansen & Rowland, Agent
Washington Building
Tacoma, Washington

Gentlemen:

We have received through the office of the Secretary of State notice of a claim by R. O. Dail & Warren Bros., Inc., in the amount of $887.50, against E. C. Hall Company for rental of equipment and labor in connection with the performance of State Highway Contract No. 2242, known as the Mt. Hood Rock Production Project on the Mt. Hood and Wapinitia Highways, in Clackamas and Wasco Counties.

Inasmuch as you appear as surety on the bond furnished by the contractor on this job, we are sending you, herewith, a copy of this notice of claim for your information, requesting that you give it due attention.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

MBL

cc - E. C. Hall Company
1160 Grant Street
Eugene, Oregon

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED

November 26, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files, three copies of a notice of claim by R. O. Dail & Warren Bros. Inc. for $317.50 against the bond taken from E. C. Hall Company, principal, and Maryland Casualty Co., surety, for work on the Mt. Hood Rock Production Job, contract No. 2242, which was received from Sheppard & Phillips, Portland, Oregon, and filed in this office today.

Please acknowledge receipt of the copies.

Very truly yours,

Earl Snell
Secretary of State

:M
encs. 3

COPY

NOTICE OF CLAIM AGAINST BOND

To the State of Oregon, Secretary of State of the State of Oregon, and the State Highway Commission of the State of Oregon:

Notice hereby is given that the undersigned, R. O. Dail & Warren Bros., Inc., Has a claim for rentals of equipment and labor furnished in the sum of Eight Hundred Eighty-seven Dollars and fifty cents ($887.50) against E. C. Hall Company, contractor, and the Maryland Casualty Company, its bondsmen, for the work on State Highway contract number 2242, commonly known as the Mt. Hood Rock Production Project, on the Mt. Hood and Wapinitia Highways, in Clackamas and Wasco Counties, Oregon.

R. O. DAIL & WARREN BROS., INC.

By R. O. DAIL

Subscribed and sworn to before me this 25 day of November, 1940.

(SEAL)

R. R. SCHLEY
Notary Public for Oregon
My commission expires: March 1, 1943.

Endorsed: File No. 2964
Filed November 26,1940
EARL SNELL
Secretary of State

RECEIVED
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FOR FILING
3-1[illegible]3

November 22, 1940

SHEPPARD & PHILLIPS
Public Service Building
Portland, Oregon

Gentlemen:

In reply to you inquiry of the 20th you are advised as follows:

The technical name of the Brightwood job is, the Mt. Hood Rock Production Project, on the Mt. Hood and Wapinitia Highways, in Clackamas and Wasco Counties, being State Highway Contract No. 2242. The surety on the bond furnished by E. C. Hall Company, contractor on this job, is Maryland Casualty Company, for whom Hansen & Rowland, with offices in the Washington Building, Tacoma, Washington, are local agents.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DGD:MBL

NOTED
D. G. DeSart

LAW OFFICES
SHEPPARD & PHILLIPS
SUITE 1208 PUBLIC SERVICE BUILDING
PORTLAND, OREGON

CHESTER A. SHEPPARD
WENDELL K. PHILLIPS

RECEIVED
V 22 1940

November 20th, 1940

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Will you kindly advise me as to who carries the bond on the Brightwood job of E. C. Hall, as well as the number of the contract and the technical name thereof.

We have a claim against sub-contractor H. L. Rice on that job who is now in bankruptcy.

Yours very truly,

SHEPPARD & PHILLIPS

By W. K. Phillips

WKP:rs

Weston
prepare reply
[illegible]

RECEIVED
NOV 20 1940
FOR FILING

3-12[illegible]

November 1, 1940

Mr. Wayne Hull
Madras, Oregon

Dear Sir:

Reference is made to your letter of October 30, 1940, inquiring about your claim against H. L. Rice.

I am sorry I cannot give you any definite information. The contract under which you were employed was awarded by the State Highway Commission to E. C. Hall Company. Mr. Rice was a subcontractor under Mr. Hall. Of course Mr. Hall's bond can be held liable for your claim.

Mr. Hall is a responsible contractor and I am sure he will treat you and the other creditors fairly in the matter of the settlement of your claims. I am writing him today and am asking him what his intentions are in regard thereto.

Trusting that you will not have to wait much longer to receive what you have coming, I remain

Very truly yours,

HBG:AM

Secretary

copy of law enclosed

November 1, 1940

E. C. Hall Company
1160 Grant Street
Eugene, Oregon

Gentlemen:

I am writing you to inquire what your intentions are with respect to settlement of claims against H. L. Rice arising out of your contract with the State Highway Commission for the Mount Hood Rock Production Project on the Mount Hood and Wapinitia Highways, in Clackamas and Wasco Counties.

There are a lot of labor claims outstanding against Mr. Rice and I am receiving numerous requests as to how to proceed to secure settlement of the same. Your bond of course can be held responsible and liable for the payment of the same; furthermore, according to Mr. Devers, the law authorizes the State Highway Commission to pay labor claims direct from moneys owing the contractor for work performed under the contract in connection with which the claims were incurred.

I will appreciate information from you as to what your intentions are with respect to these claims so I can properly inform the claimants.

Very truly yours,

HBG:AM Secretary

[illegible] 11/1/40

Madras Oregon
Oct. 30-40

Mr H. B. Glaisyer:
Salem.

I havent Recd any word From The Bonding Company in regards to the Money I had coming From H. L. Rice or the Brightwood Job, was wondering if I was going to get it or Not.

I would appraciate it vary Much if you would let me know what is going to happen in regard to it.

Yours Truly
Wayne Hull
Madras, Ore.

ANSWERED
H. B. GLAISYER

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Brothers in
No. 2282 and
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COMMISSION

HBG:AM

Secretary

NOTED
D. G. DeSart

RECEIVED
NOV 1 1940
FOR FILING

3-1[illegible]

October 31, 1940

Honorable Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of October 29, 1940, with copies of amended notice of claim inclosed from Walther-Williams Company against the bond taken from E. O. Dail & Warren Brothers in connection with State Highway Contract No. 2282 and from E. C. Hall & Company in connection with State Highway Contract No. 2242.

In accordance with our usual practice, we are today notifying the bonding companies and the contractors that the amended notice of claim has been filed in your office.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AM

NOTED
D. G. DeSart

October 31, 1940

Maryland Casualty Company
Hansen & Rowland, Inc.
Washington Bldg.
Tacoma, Washington

Gentlemen:

Attached hereto is an amended notice of claim which has been filed with the Secretary of State by Walther-Williams Company against the bond taken from the E. C. Hall Company in connection with state highway contract No. 2242, Mt. Hood Rock Production Project, said claim being in the amount of $137.88.

This is being forwarded to you inasmuch as you appear surety on the bond furnished by the C. C. Hall Company in connection with this contract.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HDG:AH

cc - E. C. Hall Co.
1160 Grant St.
Eugene, Oregon

H. L. Roe
9 N. E. 31st Ave.
Portland, Oregon

NOTED
D. G. DeSart

To the State of Oregon
Highway Commission
Salem, Oregon

Harry L. Rice, subcontractor;
R. O. Dail & Warren Brothers, Inc.;
U. S. Fidelity and Guaranty Co., a corporation of Baltimore Maryland;
E. C. Hall & Company;
Maryland Casualty Company, a corporation of Baltimore, Maryland.

NOTICE IS HEREBY GIVEN, That the undersigned, WALTHER-WILLIAMS COMPANY, an Oregon corporation, Claimant, has filed amended claims for material; one claim being in the sum of $306182 against the bond taken from R. O. Dail & Warren Brothers, Inc., as principal, and the United States Fidelity and Guaranty Company, a corporation of Baltimore, Maryland, as surety upon such bond, for the construction work entered into by theprincipal, with the State Highway Commission of the State of Oregon under contract #2282 for 5.1 miles of surfacing and oiling on the Warm Springs secondary highway in Jefferson County, Oregon, being the section known as the Warm Springs Agency-Vanora; and the second amended claim in the sum of $137.88 against the bond taken from E. C. Hall & Company, as principal, and the Maryland Casualty Company of Baltimore, Maryland, as surety, upon such bond, for construction work entered into by the principal with the State Highway commission of the State of Oregon under contract #2242 for furnishing 15,900 cubic yards of crushed rock in stock piles on the Mt. Hood and Wapinitia Highway in Clackamas and Wasco Counties, Oregon.

WALTHER-WILLIAMS COMPANY, a corporation,
The Dalles, Oregon.

Claimant

By Harry E. Walther
Vice-president and General manager.

To the State of Oregon Highway Commission, Salem, Oregon.

WALTHER-WILLIAMS COMPANY, Claimant, The Dalles, Oregon.

Brown & Van Vactor, Attorneys at Law, The Dalles, Oregon

Endorsed: File No. 2930
Filed Oct. 29, 1940
EARL SNELL
Secretary of State

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
30 1940

October 29, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B.Glaisyer

There are enclosed for your information and files, three copies of an amended notice of claim by Walther-Williams Company for $306.82 against the bond taken from R. O.Dail & Warren Brothers, Inc., principal, and U. S.Fidelity & Guaranty Company, surety, for work on the Warm Springs secondary highway, contract 2282, and $137.88 against the bond taken from E.C. Hall & Company, principal, and Maryland Casualty Company, surety, for work on the Mt. Hood & Wapinitia Highway, contract No. 2242, which was received from Brown & Van Vactor, The Dalles, and filed in this office today.

Please acknowledge receipt of the copies.

Very truly yours,

Earl Snell
Secretary of State

S:FM
encs. 3

REFERRED TO
Miss Monson
BY SECRETARY

prepare usual letters
HBG

RECEIVED
NOV 1 1940
FOR FILING

[illegible]

October 30, 1940

Hon. Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of October 24 enclosing three copies of each of four claims, as follows:

Contract No. 2242, E. C. Hall Company, Mt. Hood Rock Production Project:

Claim by J. H. Baker for wages,	$103.50
Claim by Floyd Cole for wages	175.875

Contract No. 2282; R. O. Dail & Warren Bros., Warm Springs Secondary Highway:

Claim by J. H. Baker for wages,	$ 22.50
Claim by Floyd Cole for wages,	67.585

We have made note of these claims in our records of these jobs and will today forward to the contractors and their sureties copies of the notices thereof, in accordance with our usual practice.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

MBL

NOTED
D. G. DeSart

October 29, 1940

MARYLAND CASUALTY COMPANY
c/o Hansen & Rowland, Inc.
Washington Building
Tacoma, Washington

Gentlemen:

We hand you herewith, for your information and attention, copies of claims received through the office of the Secretary of State against E. C. Hall Company, in connection with State Highway Project No. 2242 - Mt. Hood Rock Production Project - as follows:

Claim by J. H. Baker, for wages, - - $103.50
Claim by Floyd Cole, for wages, - - 175.875

These copies are being sent you since you appear as surety for the contracting firm on the above jobs.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

MBL

cc - E. C. Hall Company
1160 Grant Street
Eugene, Oregon

NOTED
D. G. DeSart

October 29, 1940

UNITED STATES FIDELITY & GUARANTY COMPANY
M. K. Sprott, Resident Agent
Bedell Building
Portland, Oregon

Gentlemen:

We have received from the Secretary of State copies of two claims against R. O. Dail & Warren Bros., Inc., in connection with State Highway Contract No. 2282 - Warm Springs Agency-Vanora Section of the Warm Springs Secondary Highway, in Jefferson County, as follows:

Claim by J. H. Baker, for wages, - - $ 22.50
Claim by Floyd Cole, for wages, - - 67.555

Inasmuch as you are surety for the contracting parties on this job, we are forwarding to you these copies of the notices of claim, for your information and attention.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

MHL

cc - R. O. Dail & Warren Bros., Inc.
8919 S. E. Foster Road
Portland, Oregon

NOTED
D. G. DeSart

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

October 24, 1940

State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

Enclosed are copies of notices of claim by J. H. Baker and Floyd Cole, as follows:

Claim by J. H. Baker for wages in the sum of $22.50 against the bond taken from R. O. Dail & Warren Brothers, Inc., for work on the Warm Springs Secondary Highway in Jefferson County, Contract No. 2282.

Claim by J. H. Baker, for wages in the sum of $103.50 against the bond taken from E. C. Hall Company, for work on the Mt. Hood-Wapinitia Highway in Clackamas and Wasco Counties, Contract No. 2242

Claim by Floyd Cole for wages in the sum of $175.87 against the bond taken from E. C. Hall Company, for work on the Mt. Hood-Wapinitia Highway in Clackamas and Wasco Counties, Contract No. 2242.

Claim by Floyd Cole for wages in the sum of $67.55 against the bond taken from R. O. Dail & Warren Brothers, Inc., for work on the Warm Springs Secondary Highway in Jefferson County Contract No. 2282.

Kindly acknowledge receipt of the copies for our files.

Very truly yours,

Earl Snell
Secretary of State

S:FL

Enc.

To the State of Oregon
Highway Commission
Salem, Oregon

NOTICE IS HEREBY GIVEN, That the undersigned, J. H. BAKER, claimant, has a claim for wages, as shown by the attached statement marked "Exhibit A" and made a part and parcel of said notice, in the sum of $103.50 against the bond taken from E. C. Hall Company, as principal, and Maryland Casualty Company of Baltimore, Maryland, as surety upon such bond, for the furnishing of 15900 cubic yards of crushed rock in stock piles on the Mt. Hood and Wapinitia Highway in Clackamas and Wasco counties, Oregon under contract #2242 entered into by the said principal with the State Highway Commission of the State of Oregon.

J. H. BAKER
Claimant

816 Fair St., The Dalles, Oregon

"EXHIBIT A"

BRIGHTWOOD JOB

Aug.	14, 1940 ......7½	hrs.	@ 60¢	per	hr.....	$	4.50
"	15, 1940 ......7½	"	"	"	"		4.50
"	16, 1940 ......7½	"	"	"	"		4.50
"	17, 1940 ......7½	"	"	"	"		4.50
"	19, 1940 ......7½	"	"	"	"		4.50
"	20,19 40 ......7½	"	"	"	"		4.50
"	21, 1940 ......7½	"	"	"	"		4.50
"	22, 1940 ......7½	"	"	"	"		4.50
"	23, 1940 ......7½	"	"	"	"		4.50
"	24, 1940 ......7½	"	"	"	"		4.50
"	26, 1940 ......7½	"	"	"	"		4.50
"	27, 1940 ......7½	"	"	"	"		4.50
"	28, 1940 ......7½	"	"	"	"		4.50
"	29, 1940 ......7½	"	"	"	"		4.50
"	30, 1940 ......7½	"	"	"	"		4.50
"	31, 1940 ......7½	"	"	"	"		4.50
Sep.	3, 1940 ......7½	"	"	"	"		4.50
"	4, 1940 ......7½	"	"	"	"		4.50
"	5, 1940 ......7½	"	"	"	"		4.50
"	6, 1940 ......7½	"	"	"	"		4.50
"	7, 1940 ......7½	"	"	"	"		4.50
"	9, 1940 ......7½	"	"	"	"		4.50
"	10, 1940 ......7½	"	"	"	"		4.50
	172½	"	"	"	"	$	103.50

Endorsed:
File No. 2952
Filed October 24, 1940
EARL SNELL, Secretary of State

To the State of Oregon
Highway Commission
Salem, Oregon

NOTICE IS HEREBY GIVEN, That the undersigned, Floyd Cole, claimant, has a claim for wages as shown by the attached statement marked "Exhibit A" and made a part and parcel of said notice, in the sum of $175.87 against the bond taken from E. C. Hall Company, as principal, and Maryland Casualty Company of Baltimore, Maryland, as surety upon such bond, for the furnishing of 15900 cubic yards of crushed rock in stock piles on the Mt. Hood and Wapinitia Highway in Clackam s and Wasco counties, Oregon, under contract #2242 entered into by the said principal, with the State Highway Commission of the State of Oregon.

FLOYD COLE
Claimant

Brown & Van Vactor

The Dalles, Oregon

Attorneys
Pioneer Building
The Dalles, Oregon

"EXHIBIT A

BRIGHTWOOD JOB

July 29, 1940	8	hrs	@ 75¢	per	hr...	$ 6.00
" 30, 1940	4	"	"	"	"	3.00
Aug. 1, 1940	8	"	"	"	"	6.00
" 2, 1940	8	"	"	"	"	6.00
" 3, 1940	8	"	"	"	"	6.00
" 5, 1940	8	"	"	"	"	6.00
" 6, 1940	8	"	"	"	"	6.00
" 7, 1940	8	"	"	"	"	6.00
" 8, 1940	8	"	"	"	"	6.00
" 9, 1940	8	"	"	"	"	6.00
" 10, 1940	8	"	"	"	"	6.00
" 14, 1940	8	"	"	"	"	6.00
" 15, 1940	8	"	"	"	"	6.00
" 16, 1940	8	"	"	"	"	6.00
" 17, 1940	4	"	"	"	"	3.00
" 19, 1940	6½	"	"	"	"	4.87½
" 21, 1940	8	"	"	"	"	6.00
" 24, 1940	4	"	"	"	"	3.00
" 26, 1940	8	"	"	"	"	6.00
" 27, 1940	8	"	"	"	"	6.00
" 28, 1940	8	"	"	"	"	6.00
" 29, 1940	8	"	"	"	"	6.00
" 30, 1940	8	"	"	"	"	6.00
Sep. 3, 1940	8	"	"	"	"	6.00
" 4, 1940	8	"	"	"	"	6.00
" 5, 1940	8	"	"	"	"	6.00
" 6, 1940	8	"	"	"	"	6.00
" 7, 1940	5	"	"	"	"	3.75
" 8, 1940	6	"	"	"	"	4.50
" 9, 1940	8	"	"	"	"	6.00
" 10, 1940	8	"	"	"	"	6.00
" 11, 1940	5	"	"	"	"	3.75
	234½	"	"	"	"	$175.87½

Endorsed:
File No. 2953
Filed October 24, 1940
EARL SNELL, Secretary of State

To the State of Oregon
Highway Commission
Salem, Oregon

NOTICE IS HEREBY GIVEN, That the undersigned, J. H. BAKER, claimant, has a claim for wages, as shown by the attached statement marked "Exhibit A" andmade a part and parcel of said notice, in the sum of $22.50 against the bond taken from R. O.Dail & Warren Brothers, Inc., as principal, and United States Fidelity and Guaranty Company, a corporation of Baltimore, Maryland, as surety upon such bond, for the construction work entered into by the said principal with the State Highway Commission of the State of Oregon under contract #2282 for 5/1 miles of surfacing and oiling on the Warm Springs secondary highway in Jefferson County, being the section knows as the Warm Springs Agency-Vanora.

JOHN H. BAKER
Claimant

816 Fair St., The Dalles, Oregon

"EXHIBIT A"

MADRAS-WARM SPRINGS JOB

July 31, 1940	......7½	hrs.	@	60¢	per	hour	....$4.50
Aug. 1, 1940	......7½	hrs.		"	"	2	.... 4.50
Aug. 2, 1940	......7½	,"		"	"	"	.... 4.50
Aug. 3, 1940	......7½	"		"	"	"	.... 4.50
Aug. 4, 1940	......7½	"		"	"	"	.... 4.50
	37½	"		"	"	"	...$22.50

Endorsed:
File No. 2951
Filed October 24, 1940
EARL SNELL, Secretary of State

To the State Of Oregon
Highway Commission
Salem, Oregon

NOTICE IS HEREBY GIVEN, That the undersigned, FLOYD COLE, claimant, has a claim for wages, as shown by the attached statement marked "Exhibit A" and made a part and parcel of said notice, in the sum of $67.55 against the bodd taken from R. O. Dail & Warren Brothers, Inc., as principal, and United States Fidelity and Guaranty Company, a corporation of Baltimore, Maryland, as surety upon such bond, for the construction work entered into by the said principal with the State Highway Commission of the State of Oregon under contract #2282 for 5.1 miles of surfacing and oiling on the Wark Springs secondary Highway in Jefferson County, being the section known as the Warm Springs Agency-Vanora.

FLOYD COLE
Claimant

The Dalles, Oregon

Brown & Van Vactor
Attorneys
Pioneer Building
The Dalles, Oregon

EXHIBIT A

MADRAS-WARM SPRINGS JOB

April	15, 1940	3	hrs.	@	75¢	per	hr	$	2.25
"	18, 1940	8½	"		"	"	"		6.75
"	19, 1940	8	"		"	"	"		6.00
"	20, 1940	8	"		"	"	"		6.00
"	21, 1940	8	"		"	"	"		6.00
"	22, 1940	8	"		"	"	"		6.00
"	23, 1940	8	"		"	"	"		6.00
"	24, 1940	8	"		"	"	"		6.00
"	25, 1940	8	"		"	"	"		6.00
"	26, 1940	8	"		"	"	"		6.00
"	27, 1940	8	"		"	"	"		6.00
"	29, 1940	8	"		"	"	"		6.00
"	30, 1940	7	"		"	"	"		5.25
May	1, 1940	8	"		"	"	"		6.00
"	2, 1940	8	"		"	"	"		6100
"	3, 1940	8	"		"	"	"		6.00
"	4, 1940	8	"		"	"	"		6.00
"	6, 1940	8	"		"	"	"		6.00
"	7, 1940	7½	"		"	"	"		5.62½
"	8, 1940	8	"		"	"	"		6.00
"	9, 1940	4	"		"	"	"		3.00
"	10, 1940	8	"		"	"	"		6.00
"	11, 1940	9-1			"	"	"		7.50
"	12, 1940	3½	"		"	"	"		2.62½
"	13, 1940	8	"		"	"	"		6.00
"	14, 1940	8	"		"	"	"		6.00
"	15, 1940	8	"		"	"	"		6.00
"	16, 1940	8	"		"	"	"		6.00
"	17, 1940	5½	"		"	"	"		4.12½
"	18, 1940	10-2			"	"	"		9.00
"	19, 1940	6	"		"	"	"		4.50
"	20, 1940	8	"		"	"	"		6.00
"	21, 1940	8	"		"	"	"		6.00
"	22, 1940	8	"		"	"	"		6.00
"	23, 1940	8	"		"	"	"		6.00
"	24,1940	8	"		"	"	"		6.00
"	25, 1940	8	"		"	"	"		6.00
"	26, 1940	8	"		"	"	"		6.00
"	27, 1940	7½	"		"	"	"		5.62½
"	28 , 1940	8	"		"	"	"		6.00
"	29, 1940	8	"		"	"	"		6.00
"	30, 1940	8	"		"	"	"		6.00
"	31, 1940	8	"		"	"	"		6.00

June 1, 1940	4	hrs @	75¢	per	hr	$3.00
" 3, 1940	8	"	"	"	"	6.00
" 4, 1940	5	"	"	"	"	3.75
" 5,1940	9½-1½	"	"	"	"	8.25
" 6, 1940	8	"	"	"	"	6.00
" 7, 1940	8	"	"	"	"	6.00
" 8, 1940	7	"	"	"	"	5.25
" 9, 1940	7½	"	"	"	"	5.62½
" 10, 1940	8	"	"	"	"	6.00
" 12, 1940	8	"	"	"	"	6.00
" 13, 1940	8	"	"	"	"	6.00
" 14, 1940	8	"	"	"	"	6.00
" 15, 1940	8	"	"	"	"	6.00
" 16, 1940	8½	"	"	"	"	6.37½
" 17, 1940	8	"	"	"	"	6.00
" 18, 1940	8	"	"	"	"	6.00
" 19, 1940	5	"	"	"	"	3.75
" 20, 1940	6	"	"	"	"	4.50
" 21, 1940	8	"	"	"	"	6.00
" 22, 1940	8	"	"	"	"	6.00
" 24, 1940	8	"	"	"	"	6.00
" 25, 1940	8	"	"	"	"	6.00
" 26, 1940	8	"	"	"	"	6.00
" 27, 1940	8	"	"	"	"	6.00
" 28, 1940	8	"	"	"	"	6.00
" 29, 1940	8	"	"	"	"	6.00
" 30, 1940	8	"	"	"	"	6.00
July 1, 1940	8	"	"	"	"	6.00
" 2, 1940	8	"	"	"	"	6.00
" 6, 1940	5	"	"	"	"	3.75
" 7, 1940	9-1	"	"	"	"	7.50
" 8, 1940	8	"	"	"	"	6100
" 9, 1940	9-1	"	"	"	"	7.50
" 10, 1940	8	"	"	"	"	6.00
" 11, 1940	8	"	"	"	"	6.00
" 12, 1940	8	"	"	"	"	6.00
" 13, 1940	8	"	"	"	"	6.00
" 14, 1940	6	"	"	"	"	4.50
" 15, 1940	8	"	"	"	"	6.00
" 16, 1940	7½	"	"	"	"	5.62½
" 17, 1940	8	"	"	"	"	6.00
" 18, 1940	8	"	"	"	"	6.00
" 19, 1940	8	"	"	"	"	6.00
" 20, 1940	8	"	"	"	"	6.00
	663½	"	"	"	"	$497.62½

Amount paid on wages 430.07

Balance due 67.55½

Endorsed:
File No. 2954
Filed October 24, 1940
EARL SNELL, Secretary of State

RECEIVED
NOV 1 1940
FOR FILING

3-1232

October 29, 1940

Brown & Van Vactor
Attorneys
The Dalles, Oregon

Attention: T. Leland Brown

Gentlemen:

This acknowledges receipt of your letter of October 28, 1940, with copies inclosed of the amended claims of Walther-Williams Company against Harry L. Rice, subcontractor under R. O. Dail & Warren Brothers, Inc., Contract No. 2282, and E. C. Hall Company, Contract No. 2242.

In accordance with our usual practice we are today notifying the bonding companies and the contractors that the amended claims have been filed in this office.

Very truly yours,

STATE HIGHWAY COMMISSION

By

HBG:AM

Secretary

NOTED
D. G. DeSart

October 29, 1940

Maryland Casualty Company
Hansen & Rowland, Inc.
Washington Building
Tacoma, Washington

Gentlemen:

The State Highway Commission has today been advised that Walther-Williams Company, Inc., has a claim in the amount of $137.88 against E. C. Hall Company in connection with state highway contract No. 2242, Mt. Hood Rock Production Project on the Mt. Hood & Wapinitia Highways, in Clackamas and Wasco Counties, H. L. Rice subcontractor.

This information is given you inasmuch as you appear surety on the bond furnished by the E. C. Hall Company and is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION

By

HBG:AM

Secretary

cc - E. C. Hall Company
1160 Grant St.
Eugene, Oregon

cc - H. L. Rice
9 N. E. 31st Ave.
Portland, Oregon

NOTED
D. G. DeSart

October 29, 1940

United States Fidelity & Guaranty Co.
M. K. Sprott, Agent
Bedell Building
Portland, Oregon

Gentlemen:

The State Highway Commission has received an amended claim of Walther-Williams Company against R. O. Dail & Warren Brothers, Inc., in connection with state highway contract No. 2262 which is for surfacing and oiling the Warm Springs Agency-Vanora Section of the Warm Springs Secondary Highway, on which contract H. L. Rice was subcontractor. The amended claim is in the amount of $306.82 whereas the original claim filed in September was in the amount of $444.70.

This information is given you inasmuch as you appear surety on the bond furnished by R. O. Dail & Warren Brothers, Inc., in connection with this job.

Very truly yours,

STATE HIGHWAY COMMISSION

By

HBG:AM

Secretary

cc - R. O. Dail & Warren Bros., Inc.
8919 S. E. Foster Road
Portland, Oregon

cc - H. L. Rice
9 N. E. 31st Ave.

Portland, Oregon

NOTED
D. G. DeSart

RECEIVED
OCT 29 1940

T. LELAND BROWN
SAM VAN VACTOR

LAW OFFICE
BROWN & VAN VACTOR
THE DALLES, OREGON

October 28, 1940

Mr. H. B. Glaisyer
Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

You will find enclosed the amended claims of Walther-Williams Company, which I am asking you to file in the matter of Harry L. Rice, subcontractor under R. O. Dail & Warren Brothers, Inc., contract #2282, and E. C. Hall & Company, contract #2242, with the State Highway Commission.

In September I filed the claim of Walther-Williams Company claiming all the material had been expended on the R. O. Dail & Warren Brothers, Inc. job. I find that only a part of the material was expended on this job by Mr. Rice and I am therefore filing amended claims to supersede the claim filed with you in September. Will you please acknowledge receipt.

Very truly yours,

BROWN & VAN VACTOR

By T. Leland Brown

TLB:MF

EXHIBIT A

(Copy)

H. L. RICE
Contractor
Portland Oregon

9 Northeast Thirty-First Avenue Lancaster 2298

October 12/40

Leo Goar

Dear Sir:

The first two 975-20 tires I bought were completely worn out on the Warm Springs job.

And the other tires were about 60% worn out on the Warm Springs job. And the rest or 25% were worn out on the E. C. Hall job at Brightwood and moving over to Brightwood.

Hope that this is the information you require.

Yours truly,

(Sgd) H. L. RICE

DODGE--PLYMOUTH SALES AND SERVICE
THE DALLES, OREGON

EXHIBIT B

HARRY L RICE
PORTLAND OREGON

1940 TERMS—NET TENTH OF FOLLOWING MONTH. EIGHT PER CENT INTEREST CHARGED AFTER 60 DAYS

DATE	DESCRIPTION	CHARGES	CREDITS	BALANCE
JUNE	BALANCE BROUGHT FORWARD			
20	2 975X20 GG TIRES	100 00		
JULY 1	4 975X20 HS T&B TIRES	250 00		
	1 40X8 HS TIRE	72 00		
18	2 550X18 6PLY LIB TIRE	19 70		
	2 B18 TUBES	3 00		444 70

Please examine this invoice upon its receipt. If no objection is made within a reasonable time we shall assume that it is correct

Member Retail Merchants Credit Association

PAY LAST AMOUNT IN THIS COLUMN

M FOR MATERIAL
CT NO. 2282.

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TO THE STATE HIGHWAY COMMISSION

OF THE

STATE OF OREGON

In the matter of a contract and)
surety bond for the construction)
of 5.1 miles surfacing and oiling)
on the Warm Springs secondary high-)
way in Jefferson County, Warm)
Springs Agency-Vanora section.)

AMENDED CLAIM FOR MATERIAL
UNDER CONTRACT NO. 2282.

I, HARRY E. WALTHER, being first duly sworn, say that I am vice-president and acting general manager of the firm of Walther-Williams Company, Inc., claimant. That I am familiar with the books and accounts of said claimant and its general business and particularly the sale of material furnished to Harry L. Rice, subcontractor of contractor R. O. Dail & Warren Brothers, Inc., who were awarded contract No. 2282 by the Highway Commission of the State of Oregon for the construction of 5.1 miles of surfacing and oiling on the Warm Springs secondary highway in Jefferson County, being the section known as the Warm Springs Agency-Vanora.

That the said claimant, Walther-Williams Company, did, at the request of the said Harry L. Rice for the prosecution and completion of the work of his subcontract with the said corporation upon said section of road, supply the said Harry L. Rice the following materials for the prosecution of such work:

June 20, 1940..	2	975x20 GG tires............	$100.00	
July 1, 1940..	4	975x20 HS T & B tires......	250.00	
	1	40x8 HS tire...............	72.00	
July 18, 1940..	2	550x18 6 ply lib tires.....	19.70	
	2	B18 tubes..................	3.00	$444.70

That the agreed and reasonable price of said material is the sum of $444.70. That said material, consisting of tires and tubes, was used by the said Harry L. Rice in the performance of his subcontract in surfacing and oiling the Warm Springs secondary Highway in Jefferson County, as specified in contract No. 2282. That the two tires sold to the said Harry L. Rice on June 20, 1940, were completely worn out and used up on said construction work, and that the balance of said tires and tubes, which were used by the subcontractor on said work, were 60% worn out and used up as a result of their use in said construction work. As a result of the use of said material by the said subcontractor on his contract with R. O. Dail & Warren Brothers, Inc., this claimant claims that there is now due and owing from the said Harry L. Rice the sum of $306.82, and that the said Harry L. Rice is justly indebted to the said claimant in the sum of $306.82 for the use of the material purchased from said claimant and expended on what is known as the said Warm Springs job.

That there is hereto attached and marked "Exhibit A" and made a part of this claim a copy of a letter from the said Harry L. Rice to claimant's salesman, Leo Goar, under date of October 12, 1940, substantiating claimant's claim as to what proportionate share of the material purchased by said subcontractor from the claimant was expended, used and worn out by said subcontractor on his work in surfacing and oiling the said Warm Springs secondary highway under contract No. 2282 of the State Highway Commission, and that the balance of said material was expended by the said subcontractor under State Highway contract No. 2242, for which this claimant has filed another claim with the State Highway Commission. That there is also attached and marked "Exhibit B" and made a part of this claim a statement of the tires sold to the said subcontractor.

That neither this claimant, nor any other person to my knowledge or belief, has received any manner of satisfaction or security whatsoever for said claim. That no payments have been made thereon and that there are no counterclaims or off-sets thereto to my knowledge and that the whole sum of $306.82, as hereinabove set forth, is now due, owing and unpaid.

That claimant on information and belief further states that the job covered by said contract has not yet been accepted by the State of Oregon, nor has final settlement been made.

WALTHER-WILLIAMS COMPANY, a corporation,
Claimant

By Larry E Walther
Vice-president and general manager

Subscribed and sworn to before me at The Dalles, Oregon, this 28th day of October, 1940.

T. Leland Brown
Notary Public for Oregon
My commission expires October 7, 1944.

NOTED
D. G. DeSart

TO THE STATE HIGHWAY COMMISSION
OF THE STATE OF OREGON.

In the matter of a contract and surety bond for the construction of 5.1 miles surfacing and oiling on the Warm Springs secondary highway in Jefferson County, Warm Springs Agency-Vanora section.

AMENDED CLAIM FOR MATERIAL
UNDER CONTRACT NO. 2282

WALTHER-WILLIAMS COMPANY, INC.
Claimant

The Dalles, Oregon.

BROWN & VAN VACTOR
ATTORNEYS AT LAW
THE DALLES, OREGON

"Exhibit A"

(Copy)

H. L. RICE
Contractor
Portland Oregon

9 Northeast Thirty First Avenue Lancaster 2298

October 12/40

Leo Goar

Dear Sir:

The first two 975-20 tires I bought were completely worn out on the Warm Springs job.

And the other tires were about 60% worn out on the Warm Springs job. And the rest or 25% were worn out on the E. C. Hall job at Brightwood and moving over to Brightwood.

Hope that this is the information you require.

Yours truly,

(Sgd.) H. L. RICE

TO THE STATE HIGHWAY COMMISSION
OF THE
STATE OF OREGON

In the matter of the contract)
for furnishing 15900 cubic)
yards of crushed rock in stock)
piles on the Mt. Hood and)
Wapinitia Highway in Clackamas)
and Wasco Counties, Oregon.)

AMENDED CLAIM FOR MATERIAL
UNDER CONTRACT NO. 2242.

I, HARRY E. WALTHER, being first duly sworn, say that I am vice-president and acting general manager of the firm of Walther-Williams Company, Inc., claimant. That I am familiar with the books and accounts of said claimant and its general business and particularly the sale of material furnished to Harry L. Rice, subcontractor of contractor E. C. Hall & Company, who was awarded contract No. 2242 by the Highway Commission of the State of Oregon for furnishing 15900 cubic yards of crushed rock in stock piles on the Mt. Hood and Wapinitia Highway in Clackamas and Wasco Counties.

That the said claimant, Walther-Williams Company, did, at the request of the said Harry L. Rice for the prosecution and completion of the work of his subcontract with the said corporation upon said section of road, supply the said Harry L. Rice the following materials for the prosecution of such work:

July 1, 1940..	4	975x20 HS T & B tires........	$250.00	
	1	40x8 HS tire..................	72.00	
July 18,1940..	2	550x18 6 ply lib tires.......	19.70	
	2	B18 tubes.....................	3.00	$344.70

That the agreed and reasonable price of said material is the sum of $344.70. That said material, consisting of tires and tubes, was used by the said Harry L. Rice in the performance of his subcontract for furnishing 15900 cubic yards of crushed rock in stock piles on the Mt. Hood and Wapinitia Highway in Clackamas and Wasco Counties, as specified in contract No. 2242.

That the said Harry L. Rice was also a subcontractor of R. O. Dail and Warren Brothers, Inc., who received a contract from the State Highway Commission of the State of Oregon, being contract No. 2282. That the said material sold by the claimant to the said contractor was also used by the subcontractor on his contract with R. O. Dail and Warren Bros., Inc. That your claimant has filed an amended claim with this Commission, representing that 60% of the agreed and reasonable worth of said material was worn out and expended on the R. O. Dail & Warren Brothers, Inc., contract by the subcontractor, being the amount of $206.82. That the balance of said material has been and will be expended by the said subcontractor, Harry L. Rice, and his successor in interest, in the completion of the subcontract under contract #2242, and that said material, after being used on contract No. 2282, is worth and there is now due and owing the claimant the sum of $137.88, being the reasonable value of the said material expended on said highway work under contract No. 2242.

That as a result of the use of the material by the said subcontractor and the agent of the bankruptcy court in completing the subcontractor's contract with E. C. Hall & Company, this claimant claims that there is now due and owing from the said Harry L. Rice, E. C. Hall & Company, and their bondsmen, the sum of $137.88. The claimant further alleges that at the time Harry L. Rice was adjudged a bankrupt in the District Court of the United States in and for the District of Oregon 85% of the material purchased by the said Harry L. Rice from the said claimant had been worn out and used upon his two contracts, 60% on the R. O. Dail and Warren Brothers, Inc., job and 25% of said material had been used up under his subcontract with E. C. Hall & Company. That since the bankruptcy proceeding the bankruptcy court has continued to use said material in completing the said subcontract of Harry L. Rice under State Highway Contract No. 2242, and that the said Harry L. Rice, E. C. Hall & Company, and their bondsmen, are justly indebted to said claimant in the sum of $137.88 for the materials so expended under contract No. 2242.

That neither this claimant, nor any other person, to my knowledge or belief, has received any manner of satisfaction or security whatsoever for said claim, and that no payments have been made thereon and that there are no counterclaims or off-sets thereto to my knowledge and that the whole sum of $137.88, as hereinabove set forth, is now due, owing and unpaid. That the claimant is informed and further states that the job covered by said contract has not yet been accepted by the State of Oregon, nor has final settlement been made. That there is hereto attached and marked "Exhibit A" a letter from Harry L. Rice, contractor, to their agent, Leo Goar, stating what proportion of the material purchased from the claimant was used in his two subcontracting jobs, which facts have been set forth in this claim.

WALTHER-WILLIAMS COMPANY, INC.
The Dalles, Oregon
Creditor

By Larry E Walther
Vice-president and general manager

Subscribed and sworn to before me this 28th day of October, 1940.

T. Leland Brown
Notary Public for Oregon
My commission expires Oct. 7, 1944.

TO THE STATE HIGHWAY COMMISSION
OF THE STATE OF OREGON.

In the matter of the contract for furnishing 15900 cubic yards of crushed rock in stock piles on the Mt. Hood and Wapinitia Highway in Clackamas and Wasco Counties, Oregon.

AMENDED CLAIM FOR MATERIAL
UNDER CONTRACT NO. 2242.

WALTHER-WILLIAMS COMPANY,
Creditor

The Dalles, Oregon.

BROWN & VAN VACTOR
ATTORNEYS AT LAW
THE DALLES, OREGON

RECEIVED
OCT 26 1940
FOR FILING

3-1283

October 24, 1940

Hon. Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of October 19 enclosing three copies each of five notices of claim in connection with construction work on State Highway Contracts Nos. 2242 and 2282, as follows:

Claim	by	L. R. Baker,	Contract	No.	2242,	$25.20
"	"	" " "	"	"	2282,	74.40
"	"	Robert Nichols,	"	"	2242,	106.50
"	"	Jake Davis,	"	"	2282,	77.10
"	"	" "	"	"	2242,	158.25

We have made note of these claims in our records of these jobs and will today forward to the contracting companies and their sureties copies of the notices thereof.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

NOTED
D. G. DeSart

October 24, 1940

UNITED STATES FIDELITY & GUARANTY COMPANY
M. K. Sprott, Resident Agent
Bedell Building
Portland, Oregon

Gentlemen:

We have received through the office of the Secretary of State copies of notices of two claims against R. O. Dail & Warren Bros., Inc., for work on State Highway Contract No. 2282 for the surfacing and oiling of the Warm Springs Agency-Vanora Section of the Warm Springs Highway, in Jefferson County, as follows:

Claim by L. R. Baker - - - -	$74.40
Claim by Jake Davis - - - - -	77.10

Inasmuch as you are surety for the contractors on this job, we enclose herewith, for your information and attention, a copy of each of these notices of claim.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

cc - R. O. Dail & Warren Bros.
8919 S. E. Foster Road
Portland, Oregon

October 24, 1940

MARYLAND CASUALTY COMPANY
Hansen & Rowland, Resident Agents
Washington Building
Tacoma, Washington

Gentlemen:

We have received through the office of the Secretary of State copies of notices of three claims against E. C. Hall Company for work on State Highway Contract No. 2242, being the Mt. Hood Rock Production Project in Clackamas and Wasco Counties, as follows:

Claim by L. R. Baker - - - - - - - $ 25.20
Claim by Robert Nichols - - - - 106.50
Claim by Jake Davis - - - - - - - - 158.25

Inasmuch as you are surety for the contracting firm on this job, we enclose herewith, for your information and attention, a copy of each of these three notices of claim.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

cc - E. C. Hall Company
1160 Grant Street
Eugene, Oregon

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED

October 19, 1940

State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention H. B. Glaisyer, Secretary

Enclosed are copies of five notices of claim in connection with highway construction work on contracts No. 2242 and 2232 as follows:

Claim by L. R. Baker for $25.20 against bond taken from F. C. Hall and Maryland Casualty Co., Contract 2242

Claim by L. R. Baker for $74.40 against bond taken from P. O. Dail & Hansen Bros. and U. S. Fidelity and Guaranty Co. contract No. 2232

Claim by Robert Nichols for $106.50 against bond taken from F. C. Hall and Maryland Casualty Co., contract 2242

Claim by Jake Davis for $77.10 against bond taken from Dail & Hansen Bros. Inc., contract No. 2232.

Claim by Jake Davis for $[illegible] against bond taken from F. C. Hall Co., contract No. 2242.

Kindly acknowledge receipt of the copies for our files.

Very truly yours,

Earl Snell
Secretary of State

S:FL

Enc.

COPY

To the State of Oregon
Highway Commission
Salem, Oregon

NOTICE IS HEREBY GIVEN, That the undersigned, L. R. Baker, claimant, has a claim for wages, as shown by the attached statement marked "Exhibit A" and made a part and parcel of said notice, in the sum of $25.80 against the bond taken from E. C. Hall Company, as principal, and Maryland Casualty Company of Baltimore, Maryland, as surety upon such bond, for the furnishing of 15900 cubic yards of crushed rock in stock piles on the Mt. Hood and Wapinitia Highway in Clackamas and Wasco Counties, Oregon, under contract #2242 entered into by the said principal with the State Highway Commission of the State of Oregon.

L. ROY BAKER
Claimant

The Dalles, Oregon

Brown & Van Vactor
Attorneys at Law
Pioneer Building
The Dalles, Oregon

Endorsed:
File No. 2942
Filed October 19, 1940
EARL SNELL, Secretary of State

COPY

To the State of Oregon
Highway Commission
Salem, Oregon

NOTICE IS HEREBY GIVEN, That the undersigned, L. R. BAKER, claimant, has a claim for wages, as shown by the attached statement marked "Exhibit A" and made a part and parcel of said notice, in the sum of $74.40 against the bond taken from R. O. Dail & Warren Brothers, Inc., as principal, and United States Fidelity and Guaranty Company, a corporation of Baltimore, Maryland, as surety upon such bond, for the construction work entered into by the said principal with the State Highway Commission of the State of Oregon under contract #2282 for 5.1 miles of surfacing and oiling on the Warm Springs secondary highway in Jefferson County, being the section known as the Warm Springs Agency-Vanora.

L. ROY BAKER
Claimant

The Dalles, Oregon

Brown & Van Vactor
Attorneys at Law
Pioneer Building
The Dalles, Oregon

Endorsed:
File No. 2943
Filed October 19, 1940
EARL SNELL, Secretary of State

COPY

To the State of Oregon
Highway Commission
Salem, Oregon

NOTICE IS HEREBY GIVEN, That the undersigned, ROBERT NICHOLS, claimant, has a claim for wages, as shown by the attached statement marked "Exhibit A" and made a part and parcel of said notice, in the sum of $106.50 against the bond taken from E. C. Hall Company, as principal, and Maryland Casualty Company of Baltimore, Maryland, as surety upon such bond, for the furnishing of 15900 cubic yards of crushed rock in stock piles on the Mt. Hood and Wapinitia Highway in Clackamas and Wasco Counties, Oregon, under contract #2242 entered into by the said principal with the State Highway Commission of the State of Oregon.

ROBERT A. NICHOLS
Claimant

The Dalles, Oregon

Brown & Van Vactor
Attorneys
Pioneer Building
The Dalles, Oregon

Endorsed:
File No. 2944
Filed October 19, 1940
EARL SNELL, Secretary of State

COPY

To the State of Oregon
Highway Commission
Salem, Oregon

NOTICE IS HEREBY GIVEN, That the Undersigned, JAKE DAVIS, claimant, has a claim for wages, as shown by the attached statement marked "Exhibit A" and made a part and parcel of said notice, in the sum of $158.25 against the bond taken from E. C. Hall Company, as principal, and Maryland Casualty Company of Baltimore, Maryland, as surety upon such bond, for the furnishing of 15900 cubic yards of crushed rock in stock piles on the Mt. Hood and Wapinitia Highway in Clackamas and Wasco Counties, Oregon, under contract #2242 entered into by the said principal with the State Highway Commission of the State of Oregon.

JAKE DAVIS

1205 B Street, The Dalles, Oregon.

Brown & Van Vactor
Attorneys
Pioneer Building
The Dalles, Oregon

Endorsed:
File No. 2945
Filed October 19, 1940
EARL SNELL, Secretary of State

COPY

To the State of Oregon
Highway Commission
Salem, Oregon

NOTICE IS HEREBY GIVEN, That the undersigned, JAKE DAVIS, claimant, has a claim for wages, as shown by the attached statement marked "Exhibit A" and made a part and parcel of said notice, in the sum of $77.10 against the bond taken from R. O. Dail & Warren Brothers, Inc., as principal, and United States Fidelity and Guaranty Company, a corporation of Baltimore, Maryland, as surety upon such bond, for the construction work entered into by the said principal with the State Highway Commission of the State of Oregon under contract #2282 for 5.1 miles of surfacing and oiling on the Warm Springs secondary highway in Jefferson County, being the section known as the Warm Springs Agency-Vanora.

JAKE DAVIS
Claimant

1205 B Street, The Dalles, Oregon

Brown & Van Vactor
Attorneys
Pioneer Building
The Dalles, Oregon

Endorsed:
File No.2946
Filed October 19, 1940
EARL SNELL, Secretary of State

RECEIVED
OCT 26 1940
FOR FILING

3-12[illegible]

October 24, 1940

Hon. Earl Snell
Secretary of State
CAPITOL

Re: State Highway Contract 2242
Mt. Hood Rock Production Project

Dear Sir:

This acknowledges receipt of your letter of October 15 enclosing three copies of each of two notices of claim against E. C. Hall Company through its subcontractor H. L. Rice, as follows, in connection with the above-named contract:

Claim by Sandy Market, Inc., for money furnished in the amount of $184.71
Claim by Walter F. Krebs for money furnished in the amount of $322.03

We have made note of these claims in our records of this job and will today forward to the contracting firm and its surety copies of the notice thereof.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

NOTED
D. G. DeSart

October 24, 1940

MARYLAND CASUALTY COMPANY
Hansen & Rowland, Agents
Washington Building
Tacoma, Washington

Gentlemen:

We have today received through the office of the Secretary of State three copies of each of the following claims against E. C. Hall Company, through its subcontractor H. L. Rice, for money furnished in connection with State Highway Contract No. 2242,- Mt. Hood Rock Production Project:

Claim by Sandy Market, Inc., - $184.71

Claim by Walter F. Krebs, - 322.03

Inasmuch as you are surety for E. C. Hall Company we hand you herewith, for your information and attention, a copy of each of these notices of claim.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

cc - E. C. Hall Company
1160 Grant Street
Eugene, Oregon

cc - H. L. Rice
9 Northeast 31st Avenue
Portland, Oregon

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

October 15, 1940

State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary,

Enclosed are copies of notices of claim received and filed today as follows:

Claim by Sandy Market, Inc., for money furnished in the sum of $[illegible] against the bond taken from F. C. Hall Principal, and Maryland Casualty Company, surety, for work on the Mt. Hood Rock Production Project, contract No. [illegible].

Claim by Walter F. Krebs for money furnished in the sum of $[illegible] against the bond taken from F. C. Hall, Principal, and Maryland Casualty Company, surety on the Mt. Hood Rock Production Project No. [illegible].

Kindly acknowledge receipt of the copies for our files.

Very truly yours,

Earl Snell
Secretary of State

:TL

ENC.

NOTICE

TO THE HONORABLE EARL SNELL, SECRETARY OF STATE AND THE STATE HIGHWAY COMMISSION: Notice is hereby given that the undersigned, Walter F. Krebs, has a claim for money furnished to E. C. Hall Company through its sub-contractor, Harry L. Rice, in the sum of $322.03. This claim is represented by fourteen (14) checks issued to laborers of Harry L. Rice on the Mt. Hood Rock Production Project under a contract executed by the State Highway Commission and E. C. Hall, and sub-contracted by E. C. Hall to Harry L. Rice, the original contract bearing No. 2242, which checks were rejected by the East Portland Branch of the First National Bank of Portland, which checks were as follows: Aug. 31, 1940, John Baker - $36.42. signed H. L. Rice, by Knute Lien; Aug. 31, 1940, John Hale- $31.49, signed H. L. Rice; Aug. 31, 1940, Robert Nichols- $39.12, signed H. L. Rice, by Knute Lien; Aug. 31, 1940, Norman Thomas-$20.00, signed H. L. Rice; Sept. 7, 1940, R. Baumchen-$20.00, signed by H. L. Rice; Sept. 7, 1940, R. F. Wall-$20.00, signed by H. L. Rice; Sept. 7, 1940, G. Wells- $10.00, signed by H. L. Rice; Sept. 7, 1940, A. W. Barger- $20.00, signed by H. L. Rice; Sept. 7, 1940, Robert Mansfield- $10.00, signed by H. L. Rice; Sept. 7, 1940, R. A. Davidson- $15.00, signed by H. L. Rice; Sept. 7, 1940, Lee Post- $35.00, signed by H. L. Rice; Sept. 7, 1940, R. W. Sloo- - $20.00, signed by H. L. Rice; Sept. 7, 1940, M. Bell - $25.00, signed by H. L. Rice; Sept. 7, 1940, J. H. Baker, $20.00, signed by H. L. Rice;

This claim is made against a bond taken from E. C. Hall, principal and Maryland Casualty Company, surety, on the contract above described.

Dated this 14th day of October, 1940.

WALTER F. KREBS.

Endorsed- File No. 2940
Filed October 15, 1940
EARL SNELL, Secretary of State

COPY

NOTICE

TO THE HONORABLE EARL SNELL, SECRETARY OF STATE AND THE STATE HIGHWAY COMMISSION; Notice is hereby given that the undersigned, SANDY MARKET, INC., has a claim for money furnished to E. C. Hall Company through its sub-contractor, Harry L. Rice, in the sum of $184.71. This claim is represented by six (6) checks issued to laborers of Harry L. Rice on the Mt. Hood Rock Production Project under a contract executed by the State Highway Commission and E. C. Hall, and sub-contracted by E. C. Hall to Harry L. Rice, the original contract bearing No. 2242, which checks were rejected by the East Portland Branch of the First National Bank of Portland, which checks were as follows: Aug. 30, 1940, James P. Hayes - $32.03 signed by H. L. Rice, Aug. 30, 1940, Charles C. Miller-$50.00, signed by H. L. Rice, Aug. 31, 1940, D. L. Spurlock-$42.68, signed by H. L. Rice, by Knute Lien, Aug. 31, 1940, O. L. Spurlock-$35.00, signed by H. L. Rice, by Knute Lien, Sept. 7, 1940, Robert Peuth-$15.00, signed by H. L. Rice, Sept. 10, 1940, J. P. Hayes-$10.00, signed by H. L. Rice.

This claim is made against a bond taken from E. C. Hall, principal, and Maryland Casualty Company, surety, on the contract above described.

Dated this 27th day of September, 1940.

SANDY MARKET, INC.

BY ALBERT A. HOFFMAN,
Secretary.

Endorsed:
File No. 2939
Filed October 15, 1940
EARL SNELL, Secretary of State

RECEIVED
OCT 24 1940
FOR FILING

[illegible]

October 23, 1940

BROWN & VAN VACTOR
The Dalles, Oregon

Gentlemen:

This acknowledges receipt of your letter of October 22, enclosing copies of three claims by Floyd Cole and two claims by J. H. Baker against H. L. Rice, subcontractor on Contracts Nos. 2242, with E. C. Hall Company (Mt. Hood Rock Production Project), and 2282, with R. O. Dail & Warren Bros. (Warm Springs Agency-Vancra Section), as follows:

Floyd Cole:	Contract No. 2242	$175.875
	Contract No. 2282	67.55
	Contracts Nos. 2242 & 2282	25.00
J. H. Baker:	Contract No. 2242	103.50
	Contract No. 2282	22.50

It is our usual practice, upon receipt of advice of claims, to notify the contractors and their sureties thereof, and we are today doing this with respect to the above claims with the exception of the one filed by Floyd Cole against Contracts 2242 and 2282 for $25.00. Inasmuch as these jobs were let to different contractors represented by different surety companies, it is necessary that Mr. Cole specify the amount earned under each contract in order that we may file a definite claim against each contractor and his surety. We are therefore returning herewith the copy of the claim by Floyd Cole for $25.00 against the two contracts, for allocation of definite amounts to the individual contracts.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

NOTED
D. G. DeSart

October 23, 1940

MARYLAND CASUALTY COMPANY
Hansen & Rowland, Agents
Washington Building
Tacoma, Washington

Gentlemen:

We have received through Brown & Van Vactor, Attorneys, The Dalles, copies of claims as follows against H. L. Rice, subcontractor under E. C. Hall Company on State Highway Contract No. 2243, Mt. Hood Rock Production Project:

Claim by Floyd Cole, for work as rock crusher foreman,
in the sum of $175.875
Claim by J. H. Baker, for work as rock crusher feeder,
in the sum of $103.50

Inasmuch as you are surety for the contracting firm on this job, we are notifying you of these claims, that you may give them the needed attention.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MTL

cc - E. C. Hall Company
1160 Grant Street
Eugene, Oregon

cc - H. L. Rice
9 N.E. 31st Avenue
Portland, Oregon

NOTED
D. G. DeSart

October 23, 1940

UNITED STATES FIDELITY & GUARANTY COMPANY
H. K. Sprott, Local Agent
Bedell Building
Portland, Oregon

Gentlemen:

We have received through Brown & Van Vactor, Attorneys, The Dalles, copies of claims as follows against H. L. Rice, subcontractor under R. O. Dail & Warren Bros., Inc., on State Highway Contract No. 2282, Warm Springs Agency-Vanora Section:

Claim by Floyd Cole, for work as rock crusher foreman, in the sum of $67.55

Claim by J. H. Baker, for work as rock crusher feeder, in the sum of $22.50

Inasmuch as you are surety for the contracting firm on this job, we are notifying you of these claims in order that you may be able to give them the proper attention.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MEL

cc - R. O. Dail & Warren Bros.
8919 S. E. Foster
Portland, Oregon

cc - H. L. Rice
9 N.E. 71st Avenue
Portland, Oregon

NOTED
D. G. DeSart

LAW OFFICE
BROWN & VAN VACTOR
THE DALLES, OREGON

T. LELAND BROWN
SAM VAN VACTOR

[illegible]
23 [illegible]

October 22, 1940

Secretary
Oregon State Highway Commission
Salem, Oregon

Re: State Highway contracts
#2242 and #2282.

Dear Sir:

Enclosed you will find three claims for Mr. Floyd Cole of Route 2, The Dalles, Oregon, for labor performed under the sub-contract of Harry L. Rice under the above entitled contracts; also a claim for a check which Mr. Rice paid him for wages and which Mr. Cole had to take back as endorser.

We are also enclosing the claims of J. H. Baker for labor performed under contracts 2242 and 2282. We are filing the statutory notices with the Secretary of State. Will you please acknowledge receipt of these claims.

I believe this will be all of the labor claims which we will represent locally under these contracts.

Very truly yours,

BROWN & VAN VACTOR

By T. Leland Brown

TLB:MF
Enc. 5

TO THE STATE HIGHWAY COMMISSION

OF THE

STATE OF OREGON

In the matter of the contract for furnishing 15900 cubic yards of crushed rock in stock piles on the Mt. Hood and Wapinitia Highway in Clackamas and Wasco Counties, Oregon.	CLAIM FOR LABOR PERFORMED UNDER STATE HIGHWAY CONTRACT #2242.

I, FLOYD COLE, being first duly sworn, say that I was employed as a rock crusher foreman by Harry L. Rice, sub-contractor under the contract of E. C. Hall Company, who were awarded contract No. 2242 by the State Highway Commission of the State of Oregon for furnishing 15900 cubic yards of crushed rock in stock piles on the Mt. Hood and Wapinitia Highway in Clackamas and Wasco Counties, Oregon, at the rate of 75¢ per hour, and as such rock crusher foreman I worked on said construction work from and including the 29th day of July, 1940, to and including the 11th day of September, 1940, a total of 234½ hours, and that for such services there is due and owing from the said Harry L. Rice the sum of $175.87. That I have hereto attached and marked "Exhibit A" and made a part of this claim for wages due under said contract an itemized statement of the number of hours worked and the amount of money due and owing me for said labor. That the said wage of employment is the reasonable and agreed wage between myself and the said Harry L. Rice and that he is justly indebted to me under said contract in the sum of $175.87 as shown by the said attached statement.

That neither this claimant nor any other person to my knowledge or belief has received any manner of satisfaction or security whatsoever of said wage claim and that no payments have been made thereon and that there are no counterclaims or off-sets to the same to my knowledge and that the whole sum as set forth in

said attached statement is now due, owing and unpaid.

The claimant further states on information and belief that the said job covered by said contract No. 2242 has not yet been accepted by the State of Oregon, nor has final settlement been made thereon.

Floyd Cole
Claimant

The Dalles, Oregon

Subscribed and sworn to before me at The Dalles, Oregon, this 11th day of October, 1940.

Notary Public for Oregon
My commission expires Sept. 18, 1942.

Exhibit A

BRIGHTWOOD JOB

July	29,	1940....8	hrs. @	75¢....$	6.00
"	30,	1940....4	"	"	3.00
Aug.	1,	1940....8	"	"	6.00
"	2,	1940....8	"	"	6.00
"	3,	1940....8	"	"	6.00
"	5,	1940....8	"	"	6.00
"	6,	1940....8	"	"	6.00
"	7,	1940....8	"	"	6.00
"	8,	1940....8	"	"	6.00
"	9,	1940....8	"	"	6.00
"	10,	1940....8	"	"	6.00
"	14,	1940....8	"	"	6.00
"	15,	1940....8	"	"	6.00
"	16,	1940....8	"	"	6.00
"	17,	1940....4	"	"	3.00
"	19,	1940....6½	"	"	4.87½
"	21,	1940....8	"	"	6.00
"	24,	1940....4	"	"	3.00
"	26,	1940....8	"	"	6.00
"	27,	1940....8	"	"	6.00
"	28,	1940....8	"	"	6.00
"	29,	1940....8	"	"	6.00
"	30,	1940....8	"	"	6.00
Sept.	3,	1940....8	"	"	6.00
"	4,	1940....8	"	"	6.00
"	5,	1940....8	"	"	6.00
"	6,	1940....8	"	"	6.00
"	7,	1940....5	"	"	3.75
"	8,	1940....6	"	"	4.50
"	9,	1940....8	"	"	6.00
"	10,	1940....8	"	"	6.00
"	11,	1940....5	"	"	3.75
		234½	hrs. @	75¢....$	175.87½

TO THE STATE HIGHWAY COMMISSION
OF THE
STATE OF OREGON

In the matter of the contract for furnishing 15900 cubic yards of crushed rock in stock piles on the Mt. Hood and Wapinitia Highway in Clackamas and Wasco counties, Oregon.

CLAIM FOR LABOR PERFORMED UNDER STATE HIGHWAY CONTRACT #2242.

FLOYD COLE,
Claimant

Route 2, The Dalles, Oregon.

BROWN & VAN VACTOR
ATTORNEYS AT LAW
THEDALLES, OREGON

TO THE STATE HIGHWAY COMMISSION

OF THE

STATE OF OREGON

In the matter of the contract for furnishing 15900 cubic yards of crushed rock in stock piles on the Mt. Hood and Wapinitia Highway in Clackamas and Wasco counties, Oregon.)	CLAIM FOR LABOR PERFORMED UNDER STATE HIGHWAY CONTRACT #2242.

I, J. H. BAKER, being first duly sworn, say that I was employed as a rock crusher feeder by Harry L. Rice, sub-contractor under the contract of E. C. Hall Company, who were awarded contract No. 2242 by the State Highway Commission of the State of Oregon for furnishing 15900 cubic yards of crushed rock in stock piles on the Mt. Hood and Wapinitia Highway in Clackamas and Wasco Counties, Oregon, at the rate of 60¢ per hour, and as such rock crusher feeder I worked on said construction work from and including August 14th to and including September 10, 1940, a total of 172½ hours, and that for such services there is due and owing from the said Harry L. Rice the sum of $103.50. That I have hereto attached and marked "Exhibit A" and made a part of this claim for wages due under said contract an itemized statement of the number of hours worked and the amount of money due and owing me for said labor. That the said wage of employment is the reasonable and agreed wage between myself and the said Harry L. Rice and that he is justly indebted to me under said contract in the sum of $103.50 as shown by the said attached statement.

That neither this claimant nor any other person to my knowledge or belief has received any manner of satisfaction or security whatsoever of said wage claim and that no payments have been made thereon and that there are no counterclaims or off-sets to the same to my knowledge and that the whole sum as set forth in

said attached statement is now due, owing and unpaid.

The claimant further states on information and belief that the said job covered by said contract No. 2242 has not yet been accepted by the State of Oregon, nor has final settlement been made thereon.

J. H. Baker
Claimant

816 Fair Street, The Dalles, Oregon

Subscribed and sworn to before me at The Dalles, Oregon, this 21 day of October, 1940.

T. Leland Brown
Notary Public for Oregon
My commission expires ~~Sept. 18, 1942.~~ Oct 7, 1944

(Exhibit A)

Aug. 14, 1940.....	7½	hrs. @ 60¢ per hr.....	$ 4.50
" 15, 1940.....	7½	" " " ".....	4.50
" 16, 1940.....	7½	" " " ".....	4.50
" 17, 1940.....	7½	" " " ".....	4.50
" 19, 1940.....	7½	" " " ".....	4.50
" 20, 1940.....	7½	" " " ".....	4.50
" 21, 1940.....	7½	" " " ".....	4.50
" 22, 1940.....	7½	" " " ".....	4.50
" 23, 1940.....	7½	" " " ".....	4.50
" 24, 1940.....	7½	" " " ".....	4.50
" 26, 1940.....	7½	" " " ".....	4.50
" 27, 1940.....	7½	" " " ".....	4.50
" 28, 1940.....	7½	" " " ".....	4.50
" 29, 1940.....	7½	" " " ".....	4.50
" 30, 1940.....	7½	" " " ".....	4.50
" 31, 1940.....	7½	" " " ".....	4.50
Sept. 3, 1940.....	7½	" " " ".....	4.50
" 4, 1940.....	7½	" " " ".....	4.50
" 5, 1940.....	7½	" " " ".....	4.50
" 6, 1940.....	7½	" " " ".....	4.50
" 7, 1940.....	7½	" " " ".....	4.50
" 9, 1940.....	7½	" " " ".....	4.50
" 10, 1940.....	7½	" " " ".....	4.50
	172½	" " " ".....	$103.50

TO THE STATE HIGHWAY COMMISSION
OF THE
STATE OF OREGON

In the matter of the contract for furnishing 15900 cubic yards of crushed rock in stock piles on the Mt. Hood and Wapinitia Highway in Clackamas and Wasco counties, Oregon.

CLAIM FOR LABOR PERFORMED UNDER STATE HIGHWAY CONTRACT #2242.

J. H. BAKER
Claimant

816 Fair St. The Dalles, Ore.

BROWN & VAN VACTOR
ATTORNEYS AT LAW
THE DALLES, OREGON

TO THE STATE HIGHWAY COMMISSION

OF THE

STATE OF OREGON

In the Matter of a contract and surety bond for the construction of 5.1 miles surfacing and oiling on the Warm Springs secondary highway in Jefferson County, Warm Springs Agency-Vanora section.	CLAIM FOR LABOR PERFORMED UNDER CONTRACT NO. 2282.

I, FLOYD COLE, being first duly sworn, say that I was employed as rock crusher foreman by Harry L. Rice, sub-contractor under the contract of R. O. Dail & Warren Bros. Inc., who were awarded contract No. 2282 by the State Highway Commission of the State of Oregon for the construction of 5.1 miles of surfacing and oiling on the Warm Springs secondary highway in Jefferson County, Oregon, being the section known as the Warm Springs Agency-Vanora, at the rate of 75¢ per hour, and as such rock crusher foreman I worked on said construction work from and including the 15th day of April, 1940, to and including the 20th day of July, 1949, a total of 663½ hours, and that for such services there is due and owing from the said Harry L. Rice the sum of $67.55. That I have hereto attached and marked "Exhibit A" and made a part of this claim for wages due under said contract an itemized statement of the number of hours worked and the amount of money due and owing me for said labor. That the wage of employment is the reasonable and agreed wage between myself and the said Harry L. Rice and that he is justly indebted to me under said contract in the sum of $67.55 as shown by the said attached statement.

That neither this claimant nor any other person to my knowledge or belief has received any manner of satisfaction or security whatsoever of said wage claim and that no payments have been made thereon and that there are no counterclaims or off-sets to the same to my knowledge and that the whole sum as set forth in

said attached statement is now due, owing and unpaid.

The claimant further states on information and belief that the said job covered by said contract No. 2282 has not yet been accepted by the State of Oregon nor has final settlement been made thereon.

Floyd Cole
Claimant

The Dalles, Oregon

Subscribed and sworn to before me at The Dalles, Oregon, this 11th day of October, 1940.

Sam Van Vactor
Notary Public for Oregon
My commission expires Sept. 18, 1942.

Exhibit A

MADRAS-WARMSPRINGS JOB

April	15, 1940	3	hrs.	@ 75¢	$ 2.25
"	18, 1940	8½-½	"	"	6.75
"	19, 1940	8	"	"	6.00
"	20, 1940	8	"	"	6.00
"	21, 1940	8	"	"	6.00
"	22, 1940	8	"	"	6.00
"	23, 1940	8	"	"	6.00
"	24, 1940	8	"	"	6.00
"	25, 1940	8	"	"	6.00
"	26, 1940	8	"	"	6.00
"	27, 1940	8	"	"	6.00
"	29, 1940	8	"	"	6.00
"	30, 1940	7	"	"	5.25
May	1, 1940	8	"	"	6.00
"	2, 1940	8	"	"	6.00
"	3, 1940	8	"	"	6.00
"	4, 1940	8	"	"	6.00
"	6, 1940	8	"	"	6.00
"	7, 1940	7½	"	"	5.62½
"	8, 1940	8	"	"	6.00
"	9, 1940	4	"	"	3.00
"	10, 1940	8	"	"	6.00
"	11, 1940	9-1	"	"	7.50
"	12, 1940	3½	"	"	2.62½
"	13, 1940	8	"	"	6.00
"	14, 1940	8	"	"	6.00
"	15, 1940	8	"	"	6.00
"	16, 1940	8	"	"	6.00
"	17, 1940	5½	"	"	4.12½
"	18, 1940	10-2	"	"	9.00
"	19, 1940	6	"	"	4.50
"	20, 1940	8	"	"	6.00
"	21, 1940	8	"	"	6.00
"	22, 1940	8	"	"	6.00
"	23, 1940	8	"	"	6.00
"	24, 1940	8	"	"	6.00
"	25, 1940	8	"	"	6.00
"	26, 1940	8	"	"	6.00
"	27, 1940	7½	"	"	5.62½
"	28, 1940	8	"	"	6.00
"	29, 1940	8	"	"	6.00
"	30, 1940	8	"	"	6.00
"	31, 1940	8	"	"	6.00
June	1, 1940	4	"	"	3.00
"	3, 1940	8	"	"	6.00
"	4, 1940	5	"	"	3.75
"	5, 1940	9½-1½	"	"	8.25
"	6, 1940	8	"	"	6.00
"	7, 1940	8	"	"	6.00
"	8, 1940	7	"	"	5.25
"	9, 1940	7½	"	"	5.62½
"	10, 1940	8	"	"	6.00
"	12, 1940	8	"	"	6.00
"	13, 1940	8	"	"	6600
"	14, 1940	8	"	"	6.00
"	15, 1940	8	"	"	6.00
"	16, 1940	8½	"	"	6.37½
"	17, 1940	8	"	"	6.00
"	18, 1940	8	"	"	6.00
"	19, 1940	5	"	"	3.75

June	20,	1940....6	hrs.	@ 75¢....$	4.50
"	21,	1940....8	"	"	6.00
"	22,	1940....8	"	"	6.00
"	24,	1940....8	"	"	6.00
"	25,	1940....8	"	"	6.00
"	26,	1940....8	"	"	6.00
"	27,	1940....8	"	"	6.00
"	28,	1940....8	"	"	6.00
"	29,	1940....8	"	"	6.00
"	30,	1940....8	"	"	6.00
July	1,	1940....8	"	"	6.00
"	2,	1940....8	"	"	6.00
"	6,	1940....5	"	"	3.75
"	7,	1940....9-1	"	"	7.50
"	8,	1940....8	"	"	6.00
"	9,	1940....9-1	"	"	7.50
"	10,	1940....8	"	"	6.00
"	11,	1940....8	"	"	6.00
"	12,	1940....8	"	"	6.00
"	13,	1940....8	"	"	6.00
"	14,	1940....6	"	"	4.50
"	15,	1940....8	"	"	6.00
"	16,	1940....7½	"	"	5.62½
"	18,	1940....8	"	"	6.00
"	19,	1940....8	"	"	6.00
"	20,	1940....8	"	"	6.00
		663½	hrs.	@ 75¢...	$497.62½

Sums paid by Harry L. Rice on account	$430.07
Total amount due............................	$ 67.55

TO THE STATE HIGHWAY COMMISSION
OF THE
STATE OF OREGON

In the Matter of a contract and surety bond for the construction of 5.1 miles surfacing and oiling on the Warm Springs secondary highway in Jefferson County, Warm Springs Agency-Vanora section.

CLAIM FOR LABOR PERFORMED UNDER CONTRACT NO. 2282.

FLOYD COLE
Claimant

Route 2, The Dalles, Oregon

BROWN & VAN VACTOR
ATTORNEYS AT LAW
THE DALLES, OREGON

TO THE STATE HIGHWAY COMMISSION

OF THE

STATE OF OREGON

In the matter of a contract and surety bond for the construction of 5.1 miles surfacing and oiling on the Warm Springs secondary highway in Jefferson County, Warm-Springs Agency-Vanora section. Contract #2282.	CLAIM FOR LABOR PERFORMED UNDER CONTRACT NO. 2282.

I, J. H. BAKER, being first duly sworn, say that I was employed as a rock crusher feeder by Harry L. Rice, sub-contractor under the contract of R. O. Dail & Warren Bros. Inc., who were awarded contract No. 2282 by the State Highway Commission of the State of Oregon for the construction of 5.1 miles of surfacing and oiling on the Warm Springs secondary highway in Jefferson County, Oregon, being the section known as the Warm Springs Agency-Vanora, at the rate of 60¢ per hour, and as such rock crusher feeder I worked on said construction work from and including July 31st to and including August 4, 1940, a total of 37½ hours, and that for such services there is due and owing from the said Harry L. Rice the sum of $22.50. That I have hereto attached and marked "Exhibit A" and made a part of this claim for wages due under said contract an itemized statement of the number of hours worked and the amount of money due and owing me for said labor. That the said wage of employment is the reasonable and agreed wage between myself and the said Harry L. Rice and that he is justly indebted to me under said contract in the sum of $22.50 as shown by the said attached statement.

That neither this claimant nor any other person to my knowledged or belief has received any manner of satisfaction or security whatsoever of said wage claim and that no payments have been made thereon and that there are no counterclaims or off-sets to the same to my knowledge and that the whole sum as set forth in

said attached statement is now due, owing and unpaid.

The claimant further states on information and belief that the said job covered by said contract No. 2282 has not yet been accepted by the State of Oregon nor has final settlement been made thereon.

J. H. Baker
Claimant

816 Fair St., The Dalles, Oregon

Subscribed and sworn to before me at The Dalles, Oregon, this 2nd day of October, 1940.

T. Leland Brown
Notary Public for Oregon
My commission expires Sept. 18, 1942.

MADRAS-WARM SPRINGS JOB

"Exhibit A"

July 31, 1940.....	7½	hrs. @ 60¢ per hour.....	$ 4.50
Aug. 1, 1940.....	7½	" " " "	4.50
Aug. 2, 1940.....	7½	" " " "	4.50
Aug. 3, 1940.....	7½	" " " "	4.50
Aug. 4, 1940.....	7½	" " " "	4.50
	37½	" " " "	$22.50

TO THE STATE HIGHWAY COMMISSION
OF THE
STATE OF OREGON

In the matter of a contract and surety bond for the construction of 5.1 miles surfacing and oiling on the Warm Springs secondary highway in Jefferson County, Warm Springs Agency-Vanora section.

CLAIM FOR LABOR PERFORMED
UNDER CONTRACT NO. 2282.

J. H. BAKER
Claimant

816 Fair St., The Dalles, Ore.

BROWN & VAN VACTOR
ATTORNEYS AT LAW
THE DALLES, OREGON

RECEIVED
OCT 21 1940
FOR FILING

3-1203

October 19, 1940

BROWN & VAN VACTOR
The Dalles, Oregon

Attention T. Leland Brown

Gentlemen:

This acknowledges receipt of your letter of October 17, enclosing copies of notices of claims by Jake Davis and L. R. Baker against H. L. Rice, subcontractor under R. O. Dahl & Warren Bros., in connection with State Highway Contract No. 2282 (Warm Springs Agency-Vanora Section); and claims of Jake Davis, L. R. Baker and Robert Nichols against H. L. Rice, subcontractor under E. C. Hall Company in connection with State Highway Contract No. 2242 (Mt. Hood Rock Production Project).

We have made note of these claims in our records of these jobs and, in accordance with our usual practice, we are today notifying the subcontractor, the contractors and their sureties of the same.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MEL

NOTED
D. G. DeSart

T. LELAND BROWN
SAM VAN VACTOR

LAW OFFICE
BROWN & VAN VACTOR
THE DALLES, OREGON

RECEIVED
OCT 18 1940
OREGON
STATE HIGHWAY COMMISSION

October 17, 1940

Secretary of
State Highway Commission
Salem, Oregon

Re: Contracts #2282
#2242

Dear Sir:

Enclosed you will find notices of claims of the following persons: ~~Floyd Cole~~, Jake Davis, Robert Nichols, L. R. Baker ~~and J. H. Baker.~~

Each claimant is filing a claim under each of the above named contracts, with the exception of Robert Nichols. Said claims are for labor performed for Harry L. Rice, who is sub-contractor under R. O. Dail & Warren Brothers, Inc., who were awarded contract #2282 of the State Highway Commission, known as the Warm Springs secondary highway, Warm Springs Agency-Vanora section; and also sub-contractor under E. C. Hall & Company, who was awarded a contract #2242 by the State Highway Commission for furnishing 15900 cubic yards of crushed rock on the Mt. Hood-Wapinitia Highway in Clackamas and Wasco counties.

The said claimants, as we understand it, are protected by a bond given by both of said original contractors. This will further advise you that we are also today filing a notice to the Secretary of State for each of said claimants. These claims of notice are being filed in accordance with Chapter 280 of Oregon Laws for 1931. In addition, in order to protect the laborers, we have filed their claims in the Harry L. Rice bankruptcy proceeding. Will you please acknowledge receipt.

Thanking you for your attention to this matter, we are

Very truly yours,

BROWN & VAN VACTOR

By T. Leland Brown

TLB:MF

RECEIVED
OCT 21 1940
FOR FILING

3-1243

October 19, 1940

MARYLAND CASUALTY COMPANY
Hanson & Rowland, Agents
Washington Building
Tacoma, Washington

Gentlemen:

We have received from Brown & Van Vactor, Attorneys, The Dalles, notice of the following claims against H. L. Rice, subcontractor under E. C. Hall Company on State Highway Contract No. 2242 - Mt. Hood Rock Production Project on the Mt. Hood and Wapinitia Highways, in Clackamas and Wasco Counties:

John Davis,	for work as rock crusher foreman -	$158.25
L. R. Baker,	" " " " " feeder -	25.20
Robert Nichols,	for work as oiler - - - - - - -	106.50

Inasmuch as you are surety for the contracting firm on this job, we are notifying you of these claims, that you may give them due attention.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MHL

cc - E. C. Hall Company
1160 Grant Street
Eugene, Oregon

H. L. Rice
9 N. E. 31st Avenue
Portland, Oregon

NOTED
D. G. DeSart

Exhibit A

BRIGHTWOOD JOB

August	5, 1940	.....8 hrs	....$ 6.00
"	6, 1940	.....8 "	.... 6.00
"	7, 1940	.....8 "	.... 6.00
"	8, 1940	.....8 "	.... 6.00
"	9, 1940	.....8 "	.... 6.00
"	10, 1940	.....8 "	.... 6.00
"	12, 1940	.....6 "	.... 4.50
"	13, 1940	.....1½ "	.... 1.12½
"	14, 1940	.....8 "	.... 6.00
"	15, 1940	.....8 "	.... 6.00
"	16, 1940	.....8 "	.... 6.00
"	19, 1940	.....6½ "	.... 4.87½
"	20, 1940	.....1½ "	.... 1.12½
"	21, 1940	.....8 "	.... 6.00
"	23, 1940	.....8-2½"	.... 7.87½
"	25, 1940	.....9 "	.... 6.75
"	26, 1940	.....5 "	.... 3.75
"	27, 1940	.....8 "	.... 6.00
"	28, 1940	.....9 "	.... 6.75
"	29, 1940	.....8 "	.... 6.00
"	30, 1940	.....8 "	.... 6.00
Sept.	3, 1940	.....8 "	.... 6.00
"	4, 1940	.....8 "	.... 6.00
"	5, 1940	.....8 "	.... 6.00
"	6, 1940	.....8 "	.... 6.00
"	7, 1940	.....10 "	.... 7.50
"	8, 1940	.....8 "	.... 6.00
"	9, 1940	.....8 "	.... 6.00

Total.......$158.25

TO THE STATE HIGHWAY COMMISSION

OF THE

STATE OF OREGON

In the matter of the contract for furnishing 15900 cubic yards of crushed rock in stock piles on the Mt. Hood and Wapinitia Highway in Clackamas and Wasco counties, Oregon.	)	CLAIM FOR LABOR PERFORMED UNDER STATE HIGHWAY CONTRACT #2242.

I, JAKE DAVIS, being first duly sworn, say that I was employed as a rock crusher foreman by Harry L. Rice, sub-contractor under the contract of E. C. Hall Company, who were awarded contract No. 2242 by the State Highway Commission of the State of Oregon for furnishing 15900 cubic yards of crushed rock in stock piles on the Mt. Hood and Wapinitia Highway in Clackamas and Wasco Counties, Oregon, at the rate of 75¢ per hour, and as such rock crusher foreman I worked on said construction work from and including August 5, 1940, to and including September 9, 1940, a total of 211 hours, and that for such services there is due and owing from the said Harry L. Rice the sum of $158.25. That I have hereto attached and marked "Exhibit A" and made a part of this claim for wages due under said contract an itemized statement of the number of hours worked and the amount of money due and owing me for said labor. That the said wage for employment is the reasonable and agreed wage between myself and the said Harry L. Rice and that he is justly indebted to me under said contract in the sum of $158.25 as shown by the said attached statement.

That neither this claimant nor any other person to my knowledge or belief has received any manner of satisfaction or security whatsoever of said wage claim and that no payments have been made thereon and that there are no counterclaims or off-sets to the same to my knowledge and that the whole sum as set forth in

said attached statement is now due, owing and unpaid.

The claimant further states on information and belief that the said job covered by said contract No. 2242 has not yet been accepted by the State of Oregon, nor has final settlement been made thereon.

Jake Davis
Claimant

1205 B Street, The Dalles, Oregon.

Subscribed and sworn to before me at The Dalles, Oregon, this 11th day of October, 1940.

Notary Public for Oregon
My commission expires Sept. 18, 1942.

In the matter of the contract for furnishing 15900 cubic yards of crushed rock in stock piles on the Mt. Hood and Wapinitia Highway in Clackamas and Wasco Counties, Oregon.

CLAIM FOR LABOR PERFORMED UNDER STATE HIGHWAY CONTRACT #2242.

Claim of

JAKE DAVIS

The Dalles, Oregon

BROWN & VAN VACTOR
ATTORNEYS AT LAW
THE DALLES, OREGON

Exhibit A

BRIGHTWOOD JOB

September 3, 1940	7½	hrs. @ 60¢	$4.50
" 4, 1940	7½	" "	4.50
" 5, 1940	7½	" "	4.50
" 6, 1940	4	" "	2.40
" 8, 1940	8	" "	4.80
" 9, 1940	7½	" "	4.50
	42 hr	Total	$25.20

TO THE STATE HIGHWAY COMMISSION

OF THE

STATE OF OREGON

In the matter of the contract for furnishing 15900 cubic yards of crushed rock in stock piles on the Mt. Hood and Wapinitia Highway in Clackamas and Wasco counties, Oregon.	CLAIM FOR LABOR PERFORMED UNDER STATE HIGHWAY CONTRACT #2242.

I, L. R. BAKER, being first duly sworn, say that I was employed as a crusher feeder by Harry L. Rice, sub-contractor under the contract of E. C. Hall Company, who were awarded contract No. 2242 by the State Highway Commission of the State of Oregon for furnishing 15900 cubic yards of crushed rock in stock piles on the Mt. Hood and Wapinitia Highway in Clackamas and Wasco Counties, Oregon, at the rate of 60¢ per hour, and as such rock crusher feeder I worked on said construction work from and including the 3rd day of September, 1940, to and including the 9th day of September, 1940, a total of 42 hours, and that for such services there is due and owing from the said Harry L. Rice the sum of $25.20. That I have hereto attached and marked "Exhibit A" and made a part of this claim for wages due under said contract an itemized statement of the number of hours worked and the amount of money due and owing me for said labor. That the said wage for employment is the reasonable and agreed wage between myself and the said Harry L. Rice and that he is justly indebted to me under said contract in the sum of $25.20 as shown by the said attached statement.

That neither this claimant nor any other person to my knowledge or belief has received any manner of satisfaction or security whatsoever of said wage claim and that no payments have been made thereon and that there are no counterclaims or off-sets to the same to my knowledge and that the whole sum as set forth in

said attached statement is now due, owing and unpaid.

The claimant further states on information and belief that the said job covered by said contract No. 2242 has not yet been accepted by the State of Oregon, nor has final settlement been made thereon.

L Roy Baker
Claimant

The Dalles, Oregon

Subscribed and sworn to before me at The Dalles, Oregon, this 11th day of October, 1940.

Notary Public for Oregon
My commission expires Sept. 18, 1942.

not in

NOTE
D. G. DeSart

In the Matter of the contract
for furnishing 15900 cubic yards
of crushed rock in stock piles
on the Mt. Hood and Wapinitia
Highway in Clackamas and Wasco
Counties, Oregon.

CLAIM FOR LABOR PERFORMED
UNDER STATE HIGHWAY CON-
TRACT #2242.

Claim of

L. R. Baker

The Dalles, Oregon.

BROWN & VAN VACTOR
ATTORNEYS AT LAW
THE DALLES, OREGON

Exhibit A

BRIGHTWOOD JOB

August 1, 1940....8	hrs. @ 60¢	......$	4.80
" 2, 1940....8	" "	.....	4.80
" 3, 1940....8	" "	.....	4.80
" 5, 1940....8	" "	.....	4.80
" 8, 1940....8	" "	.....	4.80
" 9, 1940....8	" "	.....	4.80
" 10, 1940....8	" "	.....	4.80
" 13, 1940....3	" "	.....	1.80
" 14, 1940....8	" "	.....	4.80
" 20, 1940....2	" "	.....	1.20
" 21, 1940....7½	" "	.....	4.50
" 23, 1940....7½	" "	.....	4.50
" 25, 1940....7½	" "	.....	4.50
" 26, 1940....5	" "	.....	3.00
" 27, 1940....7½	" "	.....	4.50
" 28, 1940....7½	" "	.....	4.50
" 29, 1940....7½	" "	.....	4.50
" 30, 1940....7	" "	.....	4.20
Sept. 3, 1940....7½	" "	.....	4.50
" 4, 1940....7½	" "	.....	4.50
" 5, 1940....7½	" "	.....	4.50
" 6, 1940....7½	" "	.....	4.50
" 7, 1940....6	" "	.....	3.60
" 8, 1940....8	" "	.....	4.80
" 9, 1940....7½	" "	.....	4.50
		Total..........	$106.50

TO THE STATE HIGHWAY COMMISSION

OF THE

STATE OF OREGON

In the matter of the contract)
for furnishing 15900 cubic)
yards of crushed rock in stock)
piles on the Mt. Hood and)
Wapinitia Highway in Clackamas)
and Wasco Counties, Oregon.)

CLAIM FOR LABOR PERFORMED
UNDER STATE HIGHWAY CONTRACT #2242.

I, ROBERT NICHOLS, being first duly sworn, say that I was employed as an oiler by Harry L. Rice, sub-contractor under the contract of E. C. Hall Company, who were awarded contract No. 2242 by the State Highway Commission of the State of Oregon for furnishing 15900 cubic yards of crushed rock in stock piles on the Mt. Hood and Wapinitia Highway in Clackamas and Wasco Counties, Oregon, at the rate of 60¢ per hour, and as such oiler I worked on said construction work from and including August 1, 1940 to and including September 9, 1940, a total of 177½ hours, and that for such services there is due and owing from the said Harry L. Rice the sum of $106.50. That I have hereto attached and marked "Exhibit A" and made a part of this claim for wages due under said contract an itemized statement of the number of hours worked and the amount of money due and owing me for said labor. That the said wage of employment is the reasonable and agreed wage between myself and the said Harry L. Rice and that he is justly indebted to me under said contract in the sum of $106.50 as shown by the said attached statement.

That neither this claimant nor any other person to my knowledge or belief has received any manner of satisfaction or security whatsoever of said wage claim and that no payments have been made thereon and that there are no counterclaims or off-sets to the same to my knowledge and that the whole sum as set forth in

said attached statement is now due, owing and unpaid.

The claimant further states on information and belief that the said job covered by said contract No. 2242 has not yet been accepted by the State of Oregon, nor has final settlement been made thereon.

Robert A. Nichols
Claimant

The Dalles, Oregon.

Subscribed and sworn to before me at The Dalles, Oregon, this 11th day of October, 1940.

Sam Van Vactor
Notary Public for Oregon
My commission expires Sept. 18, 1942.

In the matter of the contract for furnishing 15900 cubic yards of crushed rock in stock piles on the Mt. Hood and Wapinitia Highway in Clackamas and Wasco Counties, Oregon.

CLAIM FOR LABOR PERFORMED UNDER STATE HIGHWAY CONTRACT #2242.

Claim of

ROBERT NICHOLS

The Dalles, Oregon

BROWN & VAN VACTOR
ATTORNEYS AT LAW
THE DALLES, OREGON

Harvey E. Rice
9 N. E. 31st Ave.
Portland, Oregon

REFERRED TO
DeSart
BY SECRETARY

note on card

NOTED
D. G. DeSart

RECEIVED
OCT 17 1940
FOR FILING

[illegible]

October 15, 1940

Maryland Casualty Company
Hansen & Rowland, Inc., Agents
Washington Building
Tacoma, Washington

Gentlemen:

Attached hereto for your information are affidavits of claims filed by the Sandy Market, Inc., and Walter F. Krebs against the bond taken from the E. C. Hall Company, Harry L. Rice subcontractor, state highway contract No. 2242, Mount Hood Rock Production Project on the Mount Hood and Wapinitia Highways, in Clackamas and Wasco Counties.

This information is given you inasmuch as you appear surety on the bond furnished by the E. C. Hall Company in connection with this job.

Very truly yours,

Secretary

HBG:AM

E. C. Hall Co.
1160 Grant St.
Eugene, Oregon

Harry L. Rice
9 N. E. 31st Ave.
Portland, Oregon

REFERRED TO
DeSart
BY SECRETARY

note on card

NOTED
D. G. DeSart

October 15, 1940

Mr. Kenneth E. Proctor
Attorney at Law
Oregon City, Oregon

Dear Sir:

Complying to your request of October 14 and pursuant to the affidavit filed by the Sandy Market, Inc., and Walter F. Krebs, I am forwarding to you, under separate cover, a certified copy of state highway contract No. 2242 awarded by the State Highway Commission to E. C. Hall Company, being the Mount Hood Rock Production Project on the Mount Hood and Wapinitia Highways, in Clackamas and Wasco Counties, in connection with which project it appears that one Harry L. Rice is subcontractor.

Inasmuch as the claims of the Sandy Market, Inc., and Walter F. Krebs are against the same contract, I presume that one certified copy of the contract will suffice.

Very truly yours,

Secretary

HBC:AM

KENNETH E. PROCTOR
ATTORNEY-AT-LAW
ROOS BUILDING
OREGON CITY, OREGON

RECEIVED
OCT 15 1940
OREGON
STATE HIGHWAY COMMISSION

October 14, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

I am enclosing two applications for certified copies of contract No. 2242. One application for the Sandy Market Inc., and one for Walter F. Krebs, which applications, as provided by law, request a certified copy of the bond taken from E. C. Hall as principal and Maryland Casualty Company as surety. These applications are accompanied by proper affidavits.

Please forward these copies to me at your earliest convenience.

Sincerely,

Kenneth E. Proctor
KENNETH E. PROCTOR

KEP:ir
Enc. 2.

ANSWERED
H. B. GLAISYER

TO THE OREGON STATE HIGHWAY COMMISSION, and R. H. Baldock, Chief Engineer, Salem, Oregon:

We, hereby make application for a certified copy of contract No. 2242 for Production of Crushed Rock on the Mt. Hood Rock Production Project, executed between the State Highway Commission and E. C. Hall, together with a certified copy of the bond taken from E. C. Hall as principal, and Maryland Casualty Company as surety under this contract.

We make further application for any information concerning sub-contracting on any portion of the work covered by contract No. 2242, to be performed by Harry L. Rice, together with any bond or bonds furnished by the said Harry L. Rice.

This application is based upon an affidavit attached hereto and is made under the provisions of Section 67-1101 Oregon Code, 1935 Supplement as amended by Chapter 517 Oregon Laws 1939, and Section 49-702 Oregon Code 1930.

Dated this 27th. day of September, 1940.

SANDY MARKET, INC.,

By Albert R. Hoffman
Secretary.

AFFIDAVIT

STATE OF OREGON)
)ss.
County of Clackamas)

I, Albert A. Hoffman, being first duly sworn, depose and say that I am secretary of the SANDY MARKET, INC., that the said Sandy Market, Inc., cashed checks as follows: Aug. 30, 1940, James P. Hayes-$32.03, signed by H. L. Rice, Aug. 30, 1940, Charles C. Miller-$50.00, signed by H. L. Rice, Aug. 31, 1940, D. L. Spurlock-$42.68, signed by H. L. Rice, by Knute Lien, Aug. 31, 1940, O. L. Spurlock-$35.00, signed by H. L. Rice, by Knute Lien, Sept. 7, 1940, Robert Pouth-$15.00, signed by H. L. Rice, Sept. 10, 1940, J. P. Hayes-$10.00, signed by H. L. Rice; that said checks were given to the above named persons as payment for labor performed by the payees named in said checks for Harry L. Rice, and E. C. Hall on contract No. 2242 entered into between the State Highway Commission and E. C. Hall for production of crushed rock on the Mt. Hood Rock Production Project; that said checks were payable on the East Portland Branch of the First National Bank at Portland, Oregon, were duly presented and payment refused; that the Sandy Market, Inc., had a just claim against the bond of E. C. Hall and Maryland Casualty Company, posted on said Mt. Hood Project and in accordance of said contract No. 2242.

Albert A Hoffman

Subscribed and sworn to before me this 14 day of

~~September~~ October, 1940.

Kenneth E Porter
Notary Public for Oregon.

My Commission expires: Mar. 13, 1943.

TO THE OREGON STATE HIGHWAY COMMISSION, and R. H. Baldock, Chief Engineer, Salem, Oregon:

I, hereby make application for a certified copy of contract No. 2242 for Production of Crushed Rock on the Mt. Hood Rock Production Project, executed between the State Highway Commission and E. C. Hall, together with a certified copy of the bond taken from E. C. Hall as principal, and Maryland Casualty Company as surety under this contract.

I make further application for any information concerning sub-contracting on any portion of the work covered by contract No. 2242, to be performed by Harry L. Rice, together with any bond or bonds furnished by the said Harry L. Rice.

This application is based upon an affidavit attached hereto and is made under the provisions of Section 67-1101 Oregon Code, 1935 Supplement as amended by Chapter 517 Oregon Laws 1939, and Section 49-702 Oregon Code, 1930.

Dated this 17th day of October, 1940.

Walter F. Krebs

AFFIDAVIT

STATE OF OREGON)
)ss.
County of Clackamas)

I, Walter F. Krebs, being first duly sworn, depose and say that I cashed checks as follows: Aug. 31, 1940, John Baker,$36.42, signed H. L. Rice, by Knute Lien; Aug. 31, 1940, John Hale-$31.49, signed H. L. Rice; Aug. 31, 1940, Robert Nichols-$39.12, signed H. L. Rice, by Knute Lien; Aug. 31, 1940, Norman Thomas-$20.00, signed H. L. Rice; Sept. 7, 1940, R. Baumchan-$20.00, signed by H. L. Rice; Sept. 7, 1940, R. F. Wall-$20.00, signed by H. L. Rice; Sept. 7, 1940, O. Wells-$10.00, signed by H. L. Rice; Sept. 7, 1940, A. W. Barger-$20.00, signed by H. L. Rice; Sept. 7, 1940, Robert Mansfield-$10.00, signed by H. L. Rice; Sept. 7, 1940, R. A. Davidson-$15.00, signed by H. L. Rice; Sept. 7, 1940, Lee Post-$35.00, signed by H. L. Rice; Sept. 7, 1940, R. W. Sloop-$20.00, signed by H. L. Rice; Sept. 7, 1940, M. Bell-$25.00, signed by H. L. Rice; Sept. 7, 1940, J. H. Baker, $20.00, signed by H. L. Rice; that said checks were given to the above named persons as payment for labor performed by the payees named in said checks for Harry L. Rice, and E. C. Hall on contract No. 2242 entered into between the State Highway Commission and E. C. Hall for production of crushed rock on the Mt. Hood Rock Production Project; that said checks were payable on the East Portland Branch of the First National Bank at Portland, Oregon, were duly presented and payment refused; that I, Walter F. Krebs had a just claim against the bond of E. C. Hall and Maryland Casualty Company, posted on said Mt. Hood Project and in accordance of said contract No. 2242.

Walter F. Krebs

Subscribed and sworn to before me this 14 day of October, 1940.

Kenneth [illegible]
Notary Public for Oregon.

My Commission expires: March 13, 1943.

RECEIVED
OCT 14 1940
FOR FILING

3-1208

October 11, 1940

Hon. Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of October 10, enclosing three copies of a notice of claim by Interstate Heavy Hauling Company in the amount of $150.00 against E. C. Hall Company, for work of hauling in connection with the performance of State Highway Contract No. 2242 - Mt. Hood Rock Production Project.

We have noted this claim in our records of this job and will see that copies of the notice thereof are today forwarded to the contractor and his surety in accordance with our usual practice.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

NOTED
D. G. DeSart

October 11, 1940

MARYLAND CASUALTY COMPANY
c/o Hansen & Rowland, Inc., Agents
Washington Building
Tacoma, Washington

Gentlemen:

We are in receipt of notice through the office of the Secretary of State that Interstate Heavy Hauling Company has a claim, in the amount of $150.00, against E. C. Hall Company for hauling work done in connection with the performance of State Highway Contract No. 2242 - Mt. Hood Rock Production Project.

Inasmuch as you are surety for the contracting firm on this job, we hand you herewith, for your information and attention, a copy of this notice of claim.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MHL

cc - E. C. Hall Company
1160 Grant Street
Eugene, Oregon

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

October 1[illegible], 19[illegible]

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H.B. Glaisyer

I am herewith enclosing for your information and files, three copies of a notice of claim by Interstate Heavy Hauling Company for $1[illegible].00 against the bond taken from E.C. Hall & Co., principal, and Maryland Casualty Co., surety, for work of hauling to Brightwood, Oregon, which was received and filed in this office today.

Please acknowledge receipt of the copies.

Very truly yours,

Earl Snell
Secretary of State

[illegible]
encs. [illegible]

COPY

INTERSTATE
HEAVY HAULING CO.
65 N. E. Columbia Boulevard
Portland, Oregon

October 5th, 1940.

Mr. Earl Snell,
Secretary of State,
Salem, Oregon.

Dear Sir:-

Notice hereby is given that the undersigned, Interstate Heavy Hauling Co, has a claim for hauling to Brightwood, Oregon, One Shovel, as per copy of billing attached for use on the Mt. Hood Rock Production project in the sum of $150.00 (One Hundred Fifty and No/100 Dollars) against the Bond taken from Maryland Casualty Company, for whom Hansen and Rowland, Inc. are the local representatives, with offices in the Washington Building, Tacoma, Washington. for the work of E.C. Hall and Company, for whom H. L. Rice was a sub contractor, under State Highway contract No. 2242.

Interstate Heavy Hauling Co.

By R. A. Heintz

* * * * * * * * * * * * * * *

RECEIVED
OCT 11 1940
FOR FILING

3-1242

October 10, 1940

Maryland Casualty Company
Hansen & Rowland, Inc., Agents
Washington Building
Tacoma, Washington

Gentlemen:

Attached hereto is a copy of a letter received from the Secretary of State's office advising of the claim of Kingsley C. Stone in the amount of $49.78, being for labor performed on E. C. Hall's contract with the State Highway Commission for the Mount Hood Rock Production Project on the Mt. Hood & Wapinitia Highways, Contract No. 2242.

This is being forwarded to you inasmuch as you appear surety on the bond furnished by Mr. Hall.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc - E. C. Hall
1160 Grant St.
Eugene, Oregon

cc - H. L. Rice
9 N. E. 31st Ave.
Portland, Oregon

NOTED
D. G. DeSart

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

October 8, 1940

State Highway Commission
Salem, Oregon

Gentlemen: Attention H. B. Glaisyer, Secretary

There is enclosed for your information, the copy of a letter from Kingsley C. Stone in connection with money due from Harry L. Rice & Co., for highway construction work.

Very truly yours,

Earl Snell
Secretary of State

S:FL

ENC.

COPY

October 7, 1940

Earl Snell
Secretary of State
Salem, Oregon

Dear Sir:

I have been requested by the State Highway Commission to send you a wage report of my work for Harry L. Rice & Co., bankrupt. This work was done on the Mt. Hood Rock Job, where I worked as a truck driver at the rate of 75¢ per hour. This work occured between August 27 and September 9. The company owes me $49.78.

Very truly yours,

Contract no. 2242

KINGSLEY C. STONE

RECEIVED
OCT 9 1940
FOR FILING

8-1203

October 8, 1940

United States Fidelity & Guaranty Co.,
H. K. Sprott, Agent
Bedell Building
Portland, Oregon

See 116-1009

Gentlemen:

On October 4, 1940, we wrote you listing some additional claims that had been filed against the bond furnished by R. O. Dail & Warren Bros. on the Warm Springs Agency-Vanora project in Jefferson County, State Highway Contract No. 2282. Included in such claims was that of Wayne Hull, for labor, in the amount of $23.50. This claim should have been filed against State Highway Contract No. 2242 which covers the Mt. Hood Rock Production Project, and on which contract the Maryland Casualty Company is the surety.

We are sorry for any trouble this mistake has caused you and we are making the necessary corrections in our office records. Mr. Hull's claim, like the others about which we wrote you, was incurred against H. L. Rice who was a subcontractor on both these jobs. This accounts for the mistake in the designation of the job.

Yours very truly,

HBG:MC Secretary

cc - R. O. Dail & Warren Bros.,
8919 S. E. Foster Rd.
Portland, Oregon

H. L. Rice,
9 N. E. 31st Ave.,
Portland, Oregon

REFERRED TO
BY SECRETARY

Correct your record

NOTED
D. G. DeSart

RECEIVED
OCT 9 1940
FOR FILING

3-1205

October 8, 1940

Maryland Casualty Company,
Hansen & Rowland, Inc.,
Washington Building,
Tacoma, Washington

Gentlemen:

We are in receipt of another claim which has been filed against the bond furnished by E. C. Hall & Company in connection with the Mt. Hood Rock Production Project in Clackamas and Wasco Counties, Contract No. 2242. This is the claim of Wayne Hall of Madras and is for labor as a truck driver between August 20 and September 5, 1940. The amount of this claim is $23.50.

This information is given you as you appear as surety on the bond furnished on this project.

Yours very truly,

HBC:MC Secretary

cc - E. C. Hall Company,
Eugene, Oregon

H. L. Rice,
9 N. E. 31st Ave.,
Portland, Oregon

NOTED
D. G. DeSart

October 8, 1940

Mr. Wayne Hull
Madras, Oregon.

Dear Sir:

Thank you for your letter of October 7 in regard to your claim against H. L. Rice on the Mt. Hood Rock Production Project, Contract No. 2242, which we erroneously charged against Mr. Rice's job on the Warm Springs Highway.

We are correcting our records accordingly and are also writing the necessary letters to the bonding companies involved.

The Maryland Casualty Company furnished the bond on the Mt. Hood Rock Production Project, which was awarded to E. C. Hall Company as original contractor. Mr. Rice was a subcontractor under the E. C. Hall Company. Hansen & Rowland, Inc., are the local representatives of the Maryland Casualty Company with offices in the Washington Building, Tacoma, Washington.

As stated in my letter of October 2, would suggest that you file notice of your claim with the bonding company and also with the Secretary of State.

Yours very truly,

MBG:MC

Secretary

Madras Oregon
Oct. 4-40

Mr H. B. Glaisyer

Dear Sir:

Rec'd your letter Oct 2nd Stating I was supposed to be working on the Warm Springs job. which is a mistake. It was a crusher job near Brightwood and the last job H. L. Rice had. I refer you to H. L. Rices time book which has all of my time in it I think.

Yours truly
Wayne Hall

RECEIVED
OCT 7 1940
FOR FILING

2-1243

October 4, 1940

Maryland Casualty Company,
Hansen & Rowland, Inc.,
Washington Building
Tacoma, Washington

Gentlemen:

In addition to the claims about which we have heretofore written you, we are in receipt of the following claims against the bond furnished by E. C. Hall and Company in connection with the Mt. Hood Rock Production Project in Clackamas and Wasco Counties, State Highway Contract No. 2242:

Interstate Heavy Hauling Co. (delivery of shovel)	$150.00
Kingsley C. Stone, labor	49.78
Robert Ponth, labor	153.05
Pat L. Rogan, labor	104.00
H. H. Davidson, labor	9.60
Richard A. Davidson, labor	55.87

The above claims represent services rendered H. L. Rice, who was a subcontractor on this job.

This information is given you as you appear as surety on the bond involved.

Yours very truly,

Secretary

MC

cc - E. C. Hall Company,
Eugene, Oregon

H. L. Rice,
9 N.E. 31st Ave.,
Portland, Oregon

NOTED
D. G. DeSart

RECEIVED
OCT 7 1940
FOR FILING

3-16-3

October 4, 1940

Interstate Heavy Hauling Co.,
65 N. E. Columbia Boulevard
Portland, Oregon

Gentlemen:

We are in receipt of your letter of September 30, transmitting copies of your invoice No. 747, in the amount of $150.00, representing the amount due you for delivery of a shovel to H. L.Rice for use on the Mt. Hood Rock Production Project in Clackamas and Wasco Counties.

This project is State Highway Contract No. 2242 and was awarded to E.C. Hall and Company for whom H. L. Rice was a subcontractor. As such, Mr. Rice was not required to furnish the state a bond but the original contractor, E. C. Hall Company, was required to furnish such bond for the protection of claims incurred against the job. This bond was written by the Maryland Casualty Company for whom Hansen & Rowland, Inc., are the local representatives, with offices in the Washington Building, Tacoma, Washington. I would suggest, therefore, that you file notice of your claim with the bonding company and also with the Secretary of State, in conformance with Chapter 517, Oregon Laws, 1939, a mimeographed copy of which is enclosed.

In accordance with our usual practice, we are notifying the bonding company of this claim and also the contractor.

Yours very truly,

Secretary

MC

encl.

NOTED
D. G. DeSart

Phone TR. 2835

INTERSTATE HEAVY HAULING CO.

5 N. E. Columbia Blvd. :: Portland, Oreg.

CONTRACT HAULING AND TRUCKING

Phone TRinity 9449

Shipper's No.

Carrier's No. 747

Driver Ace & RA Heintz

Trailer No.

Received at Portland, Oregon. (Point of Origin)

Portland, August 15th, 1940 (Date)

From Feenaughty Machy Co., (Shipper)

Truck No.

the property described below, in apparent good order which said transportation company (the word "company" being understood as including any person or corporation in possession of the property) agrees to transport and deliver to consignee at his usual place of delivery (if on its own line or route), otherwise to deliver to another carrier on the route to said destination. It is mutually agreed that the transportation services hereunder are subject to all printed terms and conditions not prohibited by law, of the transportation company's Uniform Bill of Lading. "Contract" or "Anywhere-for-hire" services will be subject to the terms and conditions of the contract, service order or other agreement executed or agreed to between parties hereto when not in contravention of any existing law.

Consigned to Harry Rice,

Destination Brightwood, State of Oregon

If charges are to be prepaid write or stamp here, "To Be Prepaid."

No. Pkg.	Description of Articles	Load and Unloading Time	Per Hour Rate	Miles Hauled	Per Mile Rate	Weight	Rate Per cwt or ton	Charges
	One Shovel			40	1.85	74000	05	74.00
		4	3.50					14.00
			Dismantel & Assemble					62.00
							TOTAL	150.00

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

Shipper	Consignee	INTERSTATE HEAVY HAULING CO.
Per	Per	Per
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding	Received the above freight in apparent good order.	Received payment
$ Per	Date	Date

No part of this invoice has been paid, and we request that you withhold payment to Mr E.C.Hall, Contractor until the item has been paid. Thanking you, we are

Yours very truly,

INTERSTATE
HEAVY HAULING CO.
Office Phone TRinity 9449 - Night Phone TRinity 2835
65 N. E. Columbia Boulevard
PORTLAND, OREGON

September 30th 1940.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:-

Inclosed please find copies of our invoice No 747 for a shovel we hauled from The Feenaughty Machinery Company in Portland, Oregon, to Harry Rice, for use on the E.C.Hall Rockjob at Brightwood, Oregon.

No part of this invoice has been paid, and xx we request that you withhold payment to Mr E.C.Hall, Contractor until the item has been paid. Thanking you, we are

Yours very truly,

RECEIVED
OCT 7 1940
FOR FILING

October 3, 1940

Mr. Kingsley C. Stone,
Cherryville, Oregon

Dear Sir:

This is to acknowledge receipt of your claim, in the amount of $49.78, against H. L. Rice, representing your services as a truck driver from August 27 to September 9, 1940.

You do not state in your claim on what project your services were rendered but we assume it was the Mt. Hood Rock Production Project in Clackamas and Wasco Counties. This is State Highway Contract number 2242 which was awarded to E. C. Hall and Company. Mr. Rice was a subcontractor on this work and, as such, was not required to furnish the State with a bond in connection with his work on said job. The original contractor, E. C. Hall and Company, did furnish such bond however, which was written by the Maryland Casualty Company, for whom Hansen & Rowland, Inc., are the local representatives, with offices in the Washington Building, Tacoma, Washington. I would suggest, therefore, that you file notice of your claim with the bonding company and also with the Secretary of State, in conformance with Chapter 517, Oregon Laws, 1939, a mimeographed copy of which is enclosed.

In accordance with our usual practice, we are notifying the bonding company and the contractor of this claim.

Yours very truly,

Secretary

MC
encl.

NOTED
D. G. DeSart

In the District Court of the United States

FOR THE DISTRICT OF Brightwood

RECEIVED
30 1940

PREFERRED LABOR CLAIM

In the matter of

Harry L. Rice, Road Contractor

, bankrupt

In Bankruptcy
Proof of Claim

No. 825253

At Brightwood, in said district of Oregon, on the 27th day of September, 1940, in the county of Clackamas, in said district of Oregon, came Kingsley C. Stone and made oath and says that Harry L. Rice, Road Contractor the person by (or against) whom a petition for adjudication of bankruptcy has been filed was at and before the filing of the petition, and still is, justly and truly indebted to said deponent in the sum of Forty nine dollars and seventy-eight cents. $49.78. dollars; that there are no set-offs or counterclaims to the same and that deponent has not, nor has any person by his order, or to his knowledge or belief, for his own use, had or received any manner of security for said debt whatsoever.

That the consideration of said debt is as follows: Forty nine dollars and seventy-e ights cents. $4978.

Wages earned in the employ of said bankrupt at Brightwood, Oregon as truck driver at the rate of 75¢ per hour from 27th day of August, 1940, to 9th day of September, 1940 inclusive,

and within ninety days of the date of the filing of the petition herein and for which deponent claims the right to priority of payment under Section 64-B(4) of the Bankruptcy Act.

Kingsley C. Stone
CREDITOR

Cherryville
(Address)

Subscribed and sworn to before me this 28 day of Sept, 1940.

NOTARY PUBLIC OF OREGON

My commission expires June 13, 1942

State of Oregon
BUREAU OF LABOR
C. H. GRAM, Commissioner
Salem—Portland

STATE PRINTING DEPT.

In the District Court of the United States for the District of

....

IN THE MATTER OF

BANKRUPT.

No.

PROOF OF CLAIM

PREFERRED LABOR CLAIM OF

....

Address ....

STATE OF OREGON
BUREAU OF LABOR
C. H. GRAM, Commissioner
Salem—Portland

RECEIVED
OCT 7 1940
FOR FILING

3-1242

October 3, 1940

Mr. Robert Ponth,
Brightwood, Oregon

Dear Sir:

This is to acknowledge receipt of your claim, in the amount of $153.05, against H. L. Rice and representing labor performed by you in connection with the Mt. Hood Rock Production Project.

E. C. Hall and Company was the original contractor on this job, which is State Highway Contract No. 2242, and Mr. Rice was a subcontractor. Mr. Rice did not furnish the State a bond in connection with his work on this project but such bond was furnished by the original contractor, E. C. Hall and Company. This bond was written by the Maryland Casualty Company, for whom Hansen & Rowland, Inc., are the local representatives, with offices in the Washington Building, Tacoma, Washington. I would suggest, therefore, that you file notice of your claim with the bonding company and also with the Secretary of State, in conformance with Chapter 517, Oregon Laws, 1939, a mimeographed copy of which is enclosed.

In accordance with our usual practice, we are notifying the bonding company and the contractor of this claim.

Yours very truly,

Secretary

MC
encl.

NOTED
D. G. DeSart

Mounth Hood Rock Pr.
H.L. Rice Contr. 2242

Time for the month of July & Aug

Robert Ponth 1940

July		Hrs.		Aug.		Hrs.	
31	W	8	Labor				
Aug 1	Th.	8	"	16	F.	x	
2	F.	8	"	17.	S.	x	
3	S	8	Powder M.	18.	Sun	x	
4	Sun	X		19	M.	4.	Powderman
5	M.	8	"	20	Tu.	3.	"
6	Tu	8.	"	21	W.	8.	"
7	W	8	Labor.	22	Th.	8.	"
8	Th	8.		23	F.	4.	"
9	F.	8.		24	S.	6.	"
10	S.	8.		25	Sun	x	
11	Sun	X		26	M.	8.	"
12.	M.	8	"	27	Tu.	8	"
13	Tu	x		28	W.	8.	"
14	W.	8	"	29	Th.	8.	"
15.	Th.	x		30	F.	8.	"
Total	72 Hrs.	60¢.		31.	S.	Total	97 Hrs. 75¢

RECEIVED
30 1940

United States

CLAIM

tcy
aim No.

ct of Oregon, on the 28th day
Clackamas, in said
k
ice
of bankruptcy has been filed was at
ruly indebted to said deponent in the
$(153.05) dollars;
that deponent has not, nor has any
n use, had or received any manner of
labor performed
production job

Brightwood, Ore.
.60¢ per hour
of September, 1940, inclusive,

herein and for which deponent claims
Bankruptcy Act.

Robert Ponth
CREDITOR

Brightwood Oregon
(Address)

Subscribed and sworn to before me this 28 day of September, 1940

Walter F. Krebs
NOTARY PUBLIC OF OREGON

My commission expires July 19-1941

State of Oregon
BUREAU OF LABOR
C. H. GRAM, Commissioner
Salem—Portland

STATE PRINTING DEPT.

Mounth Hood Rock Pro 8242
HL. Rice contr Brigthwbod

Time for the month of Sept. 1940

Robert Ponth.

Sept.	Hrs						
1	Sun.	x	Powder Man	15.	Sun	8	
2	M.	x		16.	M.	8	
3.	Tu.	8.	"	17.	Tu.	8	Total
4	W.	8.	"				48 Hrs. 60¢.
5.	Th.	8.	"				
6	F.	8.	"				
7	S.	8.	"				
8	Sun.	5.	"				
9	m.	9.	"				
10.	Tu.	8.	"				
11	W.	Total, 62 Hrs at 75¢					
12	Th.	8	Watch Man				
13.	F.	8					
14	S.	8					

RECEIVED
30 1940

United States

CLAIM

otcy
aim No.

ct of Oregon, on the 28th day
Clackamas, in said
k
ice
of bankruptcy has been filed was at
ruly indebted to said deponent in the
$(153.05) dollars;
that deponent has not, nor has any
n use, had or received any manner of
Labor performed
production job

Brigitwood, Ore.
s 60¢ per hour
of September, 1940, inclusive,

herein and for which deponent claims
Bankruptcy Act.

Robert Ponth
CREDITOR

Brightwood Oregon
(Address)

Subscribed and sworn to before me this 28 day of September, 1940

Walter F. Krebs
NOTARY PUBLIC OF OREGON

My commission expires July 19-1941

State of Oregon
BUREAU OF LABOR
C. H. GRAM, Commissioner
Salem—Portland

STATE PRINTING DEPT.

RECEIVED
SEP 30 1940

In the District Court of the United States

FOR THE DISTRICT OF ____________

PREFERRED LABOR CLAIM

In the matter of
Harry Rice
, bankrupt

In Bankruptcy
Proof of Claim No.

At Brightwood, in said district of Oregon, on the 28th day of September, 1940, in the county of Clackamas, in said district of Oregon, came Robert Ponth and made oath and says that Harry L. Rice the person by (or against) whom a petition for adjudication of bankruptcy has been filed was at and before the filing of the petition, and still is, justly and truly indebted to said deponent in the sum of One hundred & fifty three dollars & 5¢ ($153.05) dollars; that there are no set-offs or counterclaims to the same and that deponent has not, nor has any person by his order, or to his knowledge or belief, for his own use, had or received any manner of security for said debt whatsoever.

That the consideration of said debt is as follows: Labor performed on The mount Hood rock production job

Wages earned in the employ of said bankrupt at Brightwood, Ore. as powder man & laborer at the rate of 75¢ & 60¢ per hour from 31 day of July, 1940, to 17 day of September, 1940, inclusive,

and within ninety days of the date of the filing of the petition herein and for which deponent claims the right to priority of payment under Section 64-B(4) of the Bankruptcy Act.

Robert Ponth
CREDITOR
Brightwood Oregon
(Address)

Subscribed and sworn to before me this 28 day of September, 1940

Walter F. Krebs
NOTARY PUBLIC OF OREGON

My commission expires July 19-1941

State of Oregon
BUREAU OF LABOR
C. H. GRAM, Commissioner
Salem—Portland

STATE PRINTING DEPT.

In the District Court of the United
States for the District of

....

IN THE MATTER OF

BANKRUPT.

No.

PROOF OF CLAIM

PREFERRED LABOR CLAIM OF

Robert Sonth

Address Brightwood
Oregon

STATE OF OREGON
BUREAU OF LABOR
C. H. GRAM, Commissioner
Salem—Portland

RECEIVED
OCT 7 1940
FOR FILING

3-1223

October 3, 1940

Mr. Pat L. Rogan,
Brightwood, Oregon

Dear Sir:

This is to acknowledge receipt of your claim against H. L. Rice for labor performed, amounting to $104.00, in connection with the Mount Hood Rock Production Project.

E. C. Hall and Company was the original contractor on this job, which is described as the Mt. Hood Rock Production Project on the Mt. Hood & Wapinitia Highways, in Clackamas County and Wasco County, State Highway Contract No. 2242. Mr. Rice was a subcontractor on this work and did not furnish the state a bond in connection therewith. However, the original contractor, E. C. Hall and Company, did furnish such bond which was written by the Maryland Casualty Company for whom Hansen & Rowland, Inc., are the local representatives, with offices in the Washington Building, Tacoma, Washington. I would suggest, therefore, that you file notice of your claim with the bonding company and also with the Secretary of State, in conformance with Chapter 517, Oregon Laws, 1939, a mimeographed copy of which is enclosed.

In accordance with our usual practice, we are notifying the bonding company of this claim and also the contractor.

Yours very truly,

Secretary

MC
encl.

NOTED
D. G. DeSart

In the District Court of the United States

FOR THE DISTRICT OF

PREFERRED LABOR CLAIM

In the matter of
Harry L. Rice
, bankrupt

In Bankruptcy
Proof of Claim No.

At Brightwood, in said district of Oregon, on the 28th day of September, 1940, in the county of Clackamas in said district of Oregon, came Pat L. Rogan and made oath and says that Harry L. Rice the person by (or against) whom a petition for adjudication of bankruptcy has been filed was at and before the filing of the petition, and still is, justly and truly indebted to said deponent in the sum of One hundred and four (104.00) dollars; that there are no set-offs or counterclaims to the same and that deponent has not, nor has any person by his order, or to his knowledge or belief, for his own use, had or received any manner of security for said debt whatsoever.

That the consideration of said debt is as follows: Labor performed on the mount Hood rock production job.

Wages earned in the employ of said bankrupt at Brightwood, Ore. as Laborer at the rate of 60¢ per hour from 18 day of July, 1940, to 10 day of Septem 1940 inclusive, and within ninety days of the date of the filing of the petition herein and for which deponent claims the right to priority of payment under Section 64-B(4) of the Bankruptcy Act.

Pat L Rogan
CREDITOR
Brightwood Ore.
(Address)

Subscribed and sworn to before me this 28 day of September, 1940

Walter F. Krebs
NOTARY PUBLIC OF OREGON

My commission expires July 19 - 1941

State of Oregon
BUREAU OF LABOR
C. H. GRAM, Commissioner
Salem—Portland

STATE PRINTING DEPT.

94 Labor for Harry L. Rice on the mount Hood rock production job at Brightwood Ore.

Mo.	Date		hours				
July	18	1940.	8	hours			
"	19		8	"			
"	20		8	"			
"	26		8	"			
Aug.	1		8	"			
"	2		8	"			
"	3		8	"			
"	5		8	"			
"	6		8	"			
"	7		8	"			
"	8		8	"			
"	9		8	"			
"	10		8	"			
"	12		8	"			
"	14		8	"			
"	22		8	"			
"	26		8	"			
"	27		8	"			
"	28		8	"			
"	29		8	"			
"	30		8	"			
Sept.					Aug 31	Rec'd. check	$40.00
"	3		8	"			
"	4		8	"			
"	5		8	"			
"	6		10	"			
"	7		10	"			
"	8		8	"			
"	9		10	"			
"	10		10	"			

Pat Rogan

RECEIVED
OCT 7 1940
FOR FILING

3-1248

October 2, 1940

Mr. R. H. Davidson,
Brightwood, Oregon

Dear Sir:

We are in receipt of your labor claim, in the amount of $9.60, against H. L. Rice, for services rendered by you in connection with the Mt. Hood Rock Production Project in Clackamas and Wasco Counties.

E. C. Hall and Company was the original contractor on this project, which is described as the Mt. Hood Rock Production Project on the Mt. Hood & Wapinitia Highways, in Clackamas and Wasco Counties, State Highway Contract No. 2242. While Mr. Rice had no dealings with the State Highway Commission and did not furnish the State a bond in connection with this job, such bond was furnished by the original contractor, E. C. Hall and Company. This bond was written by the Maryland Casualty Company for whom Hansen & Rowland, Inc., are the local representatives, with offices in the Washington Building, Tacoma, Washington. I would suggest, therefore, that you file notice of your claim with the bonding company and also with the Secretary of State, in conformance with Chapter 517, Oregon Laws, 1939, a mimeographed copy of which is enclosed.

In accordance with our usual practice, we are notifying the bonding company of this claim and also the contractor.

Yours very truly,

Secretary

MC
encl.

NOTED
D. G. DeSart

RECEIVED
30 1940
OREGON
STATE HIGHWAY COMMISSION

In the District Court of the United States

FOR THE DISTRICT OF OREGON

PREFERRED LABOR CLAIM

In the matter of

H. L. Rice Construction Co.

...., bankrupt

In Bankruptcy
Proof of Claim

At Portland, in said district of Oregon, on the 27th day of September, 1940, in the county of Multnomah, in said district of Oregon, came R. H. Davidson

and made oath and says that H. L. Rice Construction Co. the person by (or against) whom a petition for adjudication of bankruptcy has been filed was at and before the filing of the petition, and still is, justly and truly indebted to said deponent in the sum of Nine and 60/100 dollars;

that the consideration of said debt is as follows: ——

that there are no set-offs or counterclaims to the same and that deponent has not, nor has any person by his order, or to his knowledge or belief, for his own use, had or received any manner of security for said debt whatsoever.

Wages earned in the employ of said bankrupt at Brightwood, Oregon as Stock Pile Labor at the rate of 60 Cents per hour from 29th day of August, 1940, to 30th day of August, 1940, inclusive as itemized on reverse side hereof, and within ninety days of the date of the filing of the petition herein and for which deponent claims the right to priority of payment under section 64-B (4) of the Bankruptcy Act.

R. H. Davidson
CREDITOR

Brightwood, Oregon
(Address)

Subscribed and sworn to before me this 28 day of September, 1940

Walter F. Krebs
NOTARY PUBLIC OF OREGON

My commission expires July 19 - 1941

RECEIVED

R.H. Davidson

Due on Payroll for Labor from { HL Rice Construction Co (Rice & Lien)
Sub-contractors to E.C. Hall on
Mt. Hood Rock Production Project
State Highway Contract No 2242
Occupation – Stock Pile Labor Rate – 60¢ per hr.

Date 1940	Hours	Totals.
Aug 29	8	–
30	8	16 @ 60¢ – $9.60

No payment received.

RECEIVED
OCT 7 1940
FOR FILING

3-12[illegible]

October 2, 1940

Mr. Richard A. Davidson,
Brightwood, Oregon

Dear Sir:

We are in receipt of your labor claim, in the amount of $55.87, against H. L. Rice, for work performed in connection with the State's rock production project on the Mt. Hood and Wapinitia Highways.

Mr. Rice was a subcontractor under E. C. Hall Company on State Highway Contract No. 2242, which was awarded to the latter covering the furnishing of crushed rock on the Mt. Hood and Wapinitia Highways in Clackamas and Wasco Counties. While Mr. Rice did not furnish the State a bond in connection with this work, such bond was furnished by the original contractor, E. C. Hall Company, and was written by the Maryland Casualty Company for whom Hansen & Rowland, Inc., are the representatives, with offices in the Washington Building, Tacoma, Washington. I would suggest, therefore, that you file notice of your claim with the bonding company and also with the Secretary of State, in conformance with Chapter 517, Oregon Laws of 1939, a mimeographed copy of which is enclosed.

In accordance with our usual practice, we are notifying the bonding company of this claim and also the contractor.

Yours very truly,

Secretary

MC
encl.

NOTED
D. G. DeSart

In the District Court of the United States

FOR THE DISTRICT OF OREGON

PREFERRED LABOR CLAIM

RECEIVED
30 1940
COMMISSION

In the matter of

H. L. Rice Construction Co. , bankrupt

In Bankruptcy
Proof of Claim

At Portland, in said district of Oregon, on the .... day of ...., 1940, in the county of Multnomah, in said district of Oregon, came *Richard Davidson*

and made oath and says that *H. L. Rice Construction Co.* the person by (or against) whom a petition for adjudication of bankruptcy has been filed was at and before the filing of the petition, and still is, justly and truly indebted to said deponent in the sum of *Fifty-five (55) and* *87/100* dollars; that the consideration of said debt is as follows: ....;

that there are no set-offs or counterclaims to the same and that deponent has not, nor has any person by his order, or to his knowledge or belief, for his own use, had or received any manner of security for said debt whatsoever.

Wages earned in the employ of said bankrupt at *Brightwood, Oregon.* as *Truck Driver* at the rate of *75 Cents* per *hour* from *27th* day of *August*, 1940, to *10th* day of *September*, 1940, inclusive *as itemized on reverse side hereof,* and within ninety days of the date of the filing of the petition herein and for which deponent claims the right to priority of payment under section 64-B (4) of the Bankruptcy Act.

x *Richard R. Davidson*
CREDITOR

Brightwood, Oregon
(Address)

Subscribed and sworn to before me this *28* day of *September*, 1940

Walter F. Krebs
NOTARY PUBLIC OF OREGON

My commission expires *July 19-1941*

Richard Davidson

Due on Payroll for Labor from (H.L. Rice Construction Co.
(Rice 2nd Lien)
Sub-contractors to E.C. Hall on
Mt. Hood Rock Production Project
State Highway Contract No 2242.
Occupation – Truck Driver – Rate 75¢ per hr.

Date	Hours	Totals
1940		
Aug 27	6½	—
/ 28	7½	14
/ 29	7½	21½
/ 30	7½	29
Sept. 3	4	33
/ 4	7½	40½
/ 5	7½	48
/ 6	7½	55½
/ 7	7½	63
/ 9	4	67
/ 10	7½	74½ @ 75¢ – $55.87

Received check for $15.00 9/8/40 returned a/c No Funds.
No other payment received.

RECEIVED
OCT 7 1940
FOR FILING

P-1203

September 30, 1940

Mr. Ben H. Miller
Brightwood, Oregon

Dear Sir:

This is to acknowledge receipt of your affidavit of claim again H. L. Rice, subcontractor under E. C. Hall Company on State Highway Contract No. 2242, covering the Mt. Hood Rock Production Project in Clackamas and Wasco Counties, in the amount of $73.20, representing labor performed in connection with this job.

The work in which Mr. Rice was engaged was contracted by the State Highway Commission to E. C. Hall Company which furnished a bond to the state for the protection of claims. This bond was written by the Maryland Casualty Company for whom Hansen & Rowland, Inc., are the local representatives with offices in the Washington Building, Tacoma, Washington. I would suggest that you file notice of your claim with the bonding company and also with the Secretary of State in accordance with the provisions of Chapter 517, Oregon Laws 1939, a mimeographed copy of which is inclosed.

In accordance with our usual practice we are today notifying the bonding company and the contractor and subcontractor of this claim.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AM

NOTED
D. G. DeSart

September 30, 1940

Maryland Casualty Company
Hansen & Rowland, Inc., Agents
Washington Building
Tacoma, Washington

Gentlemen:

This is to advise you that we have received from Ben H. Miller an affidavit of claim against H. L. Rice subcontractor under E. C. Hall Company on state highway contract No. 2242, covering the Mt. Hood Rock Production Project in Clackamas and Wasco Counties, which claim is in the amount of $73.20, representing labor performed in connection with this job.

Inasmuch as you are surety for E. C. Hall Company on this job, we are giving you notice of this claim for your information and attention.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AH

cc - E. C. Hall Company
1160 Grant Street
Eugene, Oregon

H. L. Rice
9 N. E. 31st Avenue
Portland, Oregon

RECEIVED
[illegible] 2? 1940
STATE HIGHWAY COMMISSION

In the District Court of the United States
FOR THE DISTRICT OF OREGON
PREFERRED LABOR CLAIM

In the matter of

HARRY. L. RICE. , bankrupt

In Bankruptcy
Proof of Claim

At Portland, in said district of Oregon, on the 26 day of SEPT, 1940 in the county of Multnomah, in said district of Oregon, came BEN. H. MILLER and made oath and says that HARRY L. RICE the person by (or against) whom a petition for adjudication of bankruptcy has been filed was at and before the filing of the petition, and still is, justly and truly indebted to said deponent in the sum of SEVENTY-THREE & $\frac{29}{100}$ dollars; that the consideration of said debt is as follows: FOR LABOR PERFORMED ON MT. HOOD ROCK PRODUCTION JOB AT BRIGHTWOOD OREGON; that there are no set-offs or counterclaims to the same and that deponent has not, nor has any person by his order, or to his knowledge or belief, for his own use, had or received any manner of security for said debt whatsoever.

Wages earned in the employ of said bankrupt at BRIGHTWOOD. ORE. as LABORER at the rate of .60 per HOUR from 12th day of AUG, 1940 to 10th day of SEPT, 1940 inclusive and within ninety days of the date of the filing of the petition herein and for which deponent claims the right to priority of payment under section 64-B (4) of the Bankruptcy Act.

Ben H Miller
CREDITOR

Brightwood Ore
(Address)

Subscribed and sworn to before me this 26th day of September, 1940.

Walter F. Krebs
NOTARY PUBLIC OF OREGON

My commission expires July 19-1941

Mt. Hood Rock Production Job. # 2242
By Harry L. Rice. Dr.
To Ben. H Miller. for labor

Aug. 12 - 1940 - 8 hrs.
" 14 - 8
15 - 8
16 - 8
17 - 4
21 - 8
22 - 2
24 - 7
26 - 5
29 - 8
30 - 8
31 - 8
Sept 4 - 8
5 - 8
6 - 8
7 - 8
10 - 8

Total 122 hrs. @ .60¢ = $73.20

Ben H Miller

RECEIVED
OCT 7 1940
FOR FILING

3-1242

September 30, 1940

Honorable Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of September 27, 1940, inclosing copies of a claim which has been filed by the Mt. Hood Lumber Company against the bond taken from E. C. Hall Company in connection with state highway contract No. 2242, Mt. Hood Rock Production Project.

In accordance with our usual practice, we are today notifying the surety and the contractor that this claim has been filed.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AH

NOTED
D. G. DeSart

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
SEP 28 1940
OREGON
STATE HIGHWAY COMMISSION

September 27, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. R.B.Glaisyer

There are enclosed for your information and files, three copies of a notice of claim by Mt. Hood Lumber Company for $300.53 against the bond taken from E.C Hall, principal, and Maryland Casualty Company, surety, for work on the Mt. Hood Rock production project, contract No. 2242, which was received from Mr. Kenneth E. Proctor, Attorney, Oregon City, and filed in this office today.

Please acknowledge receipt of the copies in order to complete our files.

Very truly yours,

Earl Snell
Secretary of State

c.lm
encs. 3

September 30, 1940

Maryland Casualty Company
Hansen & Rowland, Inc.,
Washington Building
Tacoma, Washington

Gentlemen:

Attached hereto is a copy of claim which has been forwarded to this office by the Secretary of State, being the claim of the Mt. Hood Lumber Company, in the amount of $300.53, against the bond taken from E. C. Hall Company in connection with state highway contract No. 2242, Mt. Hood Rock Production Project.

Inasmuch as you appear surety on the bond furnished by E. C. Hall Company on this job, we are forwarding this notice of claim to your for your information and attention.

Very truly yours,

STATE HIGHWAY COMMISSION

By

AH Secretary

cc - E. C. Hall Company
1160 Grant Street
Eugene, Oregon

H. L. Rice
9 N. E. 31st Avenue
Portland, Oregon

NOTICE

TO THE HONORABLE EARL SNELL,

and

TO THE OREGON STATE HIGHWAY COMMISSION, Notice is hereby given that the undersigned, H. E. Williams, doing business as Mt. Hood Lumber Company, has a claim for lumber furnished to E. C. Hall Company, through its sub-contractor, Harry L. Rice, in the sum of $300.53, as set out in the itemized account attached hereto, marked exhibit "A" and made a part hereof, against the bond taken from E. C. Hall, principal, and Maryland Casualty Company, surety, for the work of production of crushed rock on the Mt. Hood Rock production project under contract No. 2242.

Dated this 23rd day of September, 1940.

MT. HOOD LUMBER COMPANY

By H. E. WILLIAMS
Sole Owner.

* * * * * * * * * * * * *

INVOICE
MT. HOOD LUMBER COMPANY

Cherryville Ore. June 19th 1940

Sold to H. L. Rice

Delivered to same.
Brightwood Quarry

4 x 12	#1 Rgh. Com.	4/20	320'		
8 x 8	"	3/16-23/12-20/20	4714		
4 x 6	"	1/14 - 3/16	124		
6 x 6	"	4/16	192		
			5350	@ $15.00	$80.25
2 x 4	#1 S4S	1/16-18/20	250		
2 x 6	"	5/12-21/16	396		
2 x 8	"	2/14	37		
2 x 10	"	2/12--2/14	87		
2 x 12	"	70/12-21/14-24/20-	3228		
2 x 12	"	4/16	128		
1 x 8	Shiplap		500		
			4626	@ $17.00	$78.64
		Cartage 9976'		1.00	9.97
					$168.86

Sept. 23rd 1940
I hereby certify the the above is a true and correct copy of the original Invoice delivered to H. L. Rice

H. E. WILLIAMS

* * * * * * * * * *

Cherryville Ore. Sept. 3rd 1940

8/1 to 8/4 -10 pcs 4x6-16 Rgh Com	320'			
2 " 18 "	72			
3 6x6-10 "	90			
8x8 Rhg Com. 1/16-3/18-1/20	480			
2x12 " 4/12 18/14	600			
3x12 " 75/14	3150	4712	@ $1500	$70.68
2x6 S4S " 18/14-28/16-10/18		880	17.00	14.96
Cartage		5592	1.00	5.59
6/19 4 pcs 6x6-12 Rgh Com Called		144	15.00	2.16
8/9 2x12 S4S Com 4/8-13/10-20-/12-5/16	964			
2 pcs 4x6-18 S4s	72			
12 2x4-16	128			
6 2x6-16	96	1260	17.00	21.42
8/22 24 pcs 1x12-12 S4s	288			
12 " 2x4-16	128			
12 " 2x6-16	192			
12 " 2x12-16	384	992	17.00	16.86
				$131.67

Sept. 23rd 1940
I hereby certify that the above is a true and correct copy of the original Invoice delivered to H. L. Rice

H. E. WILLIAMS

ENDORSED: File No. 2928, Filed Sept. 27, 1940 EARL SNELL, Secretary of State

RECEIVED
OCT 7 1940
FOR FILING

2-1713

September 28, 1940

Mr. Chas. E. Miller
5720 S. E. 70th Avenue
Portland, Oregon

Dear Sir:

This is to acknowledge receipt of your affidavit of claim against H. L. Rice, subcontractor under E. C. Hall Company on State Highway Contract No. 2242, covering the Mt. Hood Rock Production Project in Clackamas and Wasco Counties, in the amount of $163.95, and represents labor performed in connection with this job in the repair and driving of trucks.

The work in which Mr. Rice was engaged was contracted by the State Highway Commission to E. C. Hall Company which furnished a bond to the state for the protection of claims. This bond was written by the Maryland Casualty Company for whom Hansen & Rowland, Inc., are the local representatives with offices in the Washington Building, Tacoma, Washington. I would suggest that you file notice of your claim with the bonding company and also with the Secretary of State in accordance with the provisions of Chapter 517, Oregon Laws 1939, a mimeographed copy of which is enclosed.

In accordance with our usual practice we are today notifying the bonding company and the contractor and subcontractor of this claim.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MC:MEL

NOTED
D. G. DeSart

September 28, 1940

MARYLAND CASUALTY COMPANY
    Hansen & Rowland, Agents
Washington Building
Tacoma, Washington

Gentlemen:

This is to advise you that we have received from Chas. E. Miller an affidavit of claim against N. L. Rice, subcontractor under E. C. Hall Company on State Highway Contract No. 2242, covering the Mt. Hood Rock Production Project in Clackamas and Wasco Counties, which claim is in the amount of $163.95, representing labor performed in the repair and driving of trucks.

Inasmuch as you are surety for E. C. Hall Company on this job, we are giving you notice of this claim, for your information and attention.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MC:MEL

cc - E. C. Hall Company
    1160 Grant Street
    Eugene, Oregon

    N. L. Rice
    9 N.E. 31st Avenue
    Portland, Oregon

Repairing trucks at Brightwood for H. L. Rice at 60¢ per hr.
Aug - 1940

8	8 hrs
9	8
10	8
12	8
13	8
14	8
15	8
16	8
17	8
19	8
20	3
21	4
23	3½
24	1
29	4

for H. L. Rice at 75¢ per hr.

RECEIVED
SEP 27 1940
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 27 1940
OREGON
STATE HIGHWAY COMMISSION

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deponent claims

Miller
CREDITOR

5720 S E 70th ave
(Address)

Subscribed and sworn to before me this 25 day of Sept, 1940

Marie
NOTARY PUBLIC OF OREGON

My commission expires Aug 28, 1942

RECEIVED
SEP 27 1940
OREGON
STATE HIGHWAY COMMISSION

ECEIVED
SEP 27 1940
OREGON
ATE HIGHWAY COMMISSION

Driving truck for H. L. Rice at Brightwood. at 75¢ per hr.

July - 1940	
29	4 hrs
30	11
31	9½
Aug. - 1940	
1	14
2	10
3	13
4	20
5	5
7	8
22	8
24	7
26	7½
27	6
28	8
29	4
30	8

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[illegible] Miller
CREDITOR

5720 S E 70th ave
(Address)

Subscribed and sworn to before me this 25 day of Sept, 1940

Marie [illegible]
NOTARY PUBLIC OF OREGON

My commission expires Aug 28, 1942

RECEIVED
SEP 27 1940
STATE HIGHWAY COMMISSION

In the District Court of the United States

FOR THE DISTRICT OF OREGON

PREFERRED LABOR CLAIM

In the matter of
Haray L Rice
, bankrupt

In Bankruptcy
Proof of Claim

At Portland, in said district of Oregon, on the 25th day of Sept, 1940, in the county of Multnomah, in said district of Oregon, came Chas C Miller and made oath and says that Harry L Rice the person by (or against) whom a petition for adjudication of bankruptcy has been filed was at and before the filing of the petition, and still is, justly and truly indebted to said deponent in the sum of $163.25 dollars; that the consideration of said debt is as follows: Work on Brightwood Job.; that there are no set-offs or counterclaims to the same and that deponent has not, nor has any person by his order, or to his knowledge or belief, for his own use, had or received any manner of security for said debt whatsoever.

Wages earned in the employ of said bankrupt at Brightwood Ore as Truck Driver at the rate of 75¢ per hour from 29th day of July, 1940, to 30th day of Aug, 1940, inclusive and within ninety days of the date of the filing of the petition herein and for which deponent claims the right to priority of payment under section 64-B (4) of the Bankruptcy Act.

Chas C Miller
CREDITOR

5720 S E 70th ave
(Address)

Subscribed and sworn to before me this 25 day of Sept, 1940

Marie Kincaid
NOTARY PUBLIC OF OREGON

My commission expires Aug 28, 1942

RECEIVED
OCT 7 1940
FOR FILING
3-15-3

September 28, 1940

MARYLAND CASUALTY COMPANY
Hansen & Rowland, Agents
Washington Building
Tacoma, Washington

Gentlemen:

This is to advise you that we have received affidavit of claim by Robert Mansfield against H. L. Rice, subcontractor under E. C. Hall Company on State Highway Contract No. 2242, covering the Mt. Hood Rock Production Project, which claim is in the amount of $37.67 and represents labor performed in the driving of trucks in connection with the contract.

Inasmuch as you are surety for E. C. Hall Company on this job, we are giving you notice of this claim, for your information and attention.

Very truly yours,
STATE HIGHWAY COMMISSION
By

Secretary

MC:MBL

cc - E. C. Hall Company
1160 Grant Street
Eugene, Oregon

H. L. Rice
9 N.E. 31st Avenue
Portland, Oregon

NOTED
D. G. DeSart

September 27, 1940

Mr. Robert Mansfield
1209 S. E. 89th Ave.,
Portland, Oregon

Dear Sir:

This is to acknowledge receipt of your affidavit of claim against H. L. Rice, subcontractor under E. C. Hall Company on State Highway Contract No. 2242, covering the Mt. Hood Rock Production Project on the Mt. Hood and Wapinitia Highways, in Clackamas and Wasco Counties, which claim is in the amount of $37.67 and represents labor performed in connection with this contract, particularly as a truck driver.

The work in which Mr. Rice was engaged was contracted by the State Highway Commission to E. C. Hall Company which furnished a bond to the State for the protection of claims. This bond was written by the Maryland Casualty Company for whom Hansen & Rowland Inc., are the local representatives with offices in the Washington Building, Tacoma, Washington. I would suggest that you file notice of your claim with the bonding company and also with the Secretary of State, in accordance with the provisions of Chapter 517, Oregon Laws, 1939, a mimeographed copy of which is enclosed.

In accordance with our usual practice we are today notifying the bonding company and the contractor and sub-contractor of this claim.

Yours very truly,

Secretary

HBG:MC
encl.

Bick Construction Stock Piling on the Mt. Hood Highway Brightwood, Ore.

Day	Hours	Per Hour	Per Day
aug 24	4	.60	$2.40
aug 26	7½	.75	$5.62½
aug 27	7½	.75	$5.62½
aug 28	8	.75	$6.00
aug 29	7½	.75	$5.62½
aug 30	4	2 hr .60 2 hr .75	$2.70
	Drew $26.15 - aug 31		
Sept 3	8	.75	$6.00
Sept 4	8	.75	$6.00
Sept 5	10	8 hr .75 2 hr .60	$7.20
Sept 6	8½	7 hr .75 1½ hr .60	$6.15
Sept 7	7½	.75	$5.62½
	Drew $10 Sept 8		
Sept 9	8	.75	6.00
Sept 10	8	6 hr .75 - 2 hr .60	$5.70

RECEIVED
SEP 27 1940
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H B GLAISYER

ates

RECEIVED
SEP 27 1940
OREGON
STATE HIGHWAY COMMISSION

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eceived any manner of
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CREDITOR
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Subscribed and sworn to before me this 26th day of Sept, 1940

E W Harris
NOTARY PUBLIC OF OREGON

My commission expires June 7, 1941

State of Oregon
BUREAU OF LABOR
C. H. GRAM, Commissioner
Salem—Portland

STATE PRINTING DEPT.

In the District Court of the United States

FOR THE DISTRICT OF ____________

PREFERRED LABOR CLAIM

In the matter of

.... } In Bankruptcy Proof of Claim No.

...., bankrupt

RECEIVED
SEP 27 1940
OREGON
STATE HIGHWAY COMMISSION

At Brightwood, in said district of Oregon, on the 10 day of Sept, 1940, in the county of Clackamas, in said district of Oregon, came Robert Mansfield and made oath and says that H R Rice the person by (or against) whom a petition for adjudication of bankruptcy has been filed was at and before the filing of the petition, and still is, justly and truly indebted to said deponent in the sum of Thirty Seven Dollars and Sixty Seven Cts dollars; that there are no set-offs or counterclaims to the same and that deponent has not, nor has any person by his order, or to his knowledge or belief, for his own use, had or received any manner of security for said debt whatsoever.

That the consideration of said debt is as follows: ....

Wages earned in the employ of said bankrupt at Brightwood, Ore as Truck Driver at the rate of .75 per Hour from 24 day of aug, 1940, to 10 day of Sept, 1940, inclusive,

and within ninety days of the date of the filing of the petition herein and for which deponent claims the right to priority of payment under Section 64-B(4) of the Bankruptcy Act.

Robert Mansfield
CREDITOR

1209 S E 89th ave
(Address)

Subscribed and sworn to before me this 26th day of Sept, 1940.

E W Harris
NOTARY PUBLIC OF OREGON

My commission expires June 7, 1941

State of Oregon
BUREAU OF LABOR
C. H. GRAM, Commissioner
Salem—Portland

STATE PRINTING DEPT.

RECEIVED
SEP 30 1940
FOR FILING

September 27, 1940

MARYLAND CASUALTY COMPANY
Hansen & Rowland, Agents
Washington Building
Tacoma, Washington

Gentlemen:

Please find enclosed, for your information and attention, copy of an affidavit setting forth a claim by H. E. Williams, in the sum of $300.53, against E. C. Hall Company, through his subcontractor H. L. Rice, for lumber furnished by said H. E. Williams, owner of the Mt. Hood Lumber Company, in connection with State Highway Contract No. 2242 - Mt. Hood Rock Production Project on the Mt. Hood and Wapinitia Highways in Clackamas and Wasco Counties.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MC:MEL

cc - E. C. Hall Company
1160 Grant Street
Eugene, Oregon

H. L. Rice
9 N.E. 31st Avenue
Portland, Oregon

September 27, 1940

Mr. Kenneth E. Proctor,
Attorney at Law
Roos Building
Oregon City, Oregon

Dear Sir:

Responding to your request of September 26 I am forwarding to you under separate cover a certified copy of E. C. Hall's contract No. 2242 for the Mt. Hood Rock Production Project on the Mt. Hood and Wapinitia Highways, in Clackamas and Wasco Counties, which certified copy you desire in connection with the claim of the Mt. Hood Lumber Company against H. L. Rice, subcontractor under E. C. Hall Company on this project.

I note that the claim of the Mt. Hood Lumber Company is in the amount of $300.53. I am today bringing this claim to the attention of the Maryland Casualty Company, surety on the bond furnished by E. C. Hall Company on this job. I am also bringing it to the attention of E. C. Hall Company and H. L. Rice.

I also note in the affidavit that you submitted you request information as to the subcontracting of a portion of the work to Mr. Rice. The Highway Commission has knowledge of this subcontract work but holds the original contractor responsible and liable for the satisfactory completion of the work and settlement of claims. We have no direct dealings with the subcontractor. Mr. Rice was not required to furnish a bond to the State of Oregon although I understand that he did furnish such a bond to the E. C. Hall Company.

Yours very truly,

Secretary

HBG:MC

NOTED
D. G. DeSart

KENNETH E. PROCTOR
ATTORNEY-AT-LAW
ROOS BUILDING
OREGON CITY, OREGON

RECEIVED
SEP 27 1940
OREGON
STATE HIGHWAY COMMISSION

September 26, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

I am enclosing an application for a certified copy of contract No. 2242 executed between the Commission and E. G. Hall Company, together with a certified copy of the bond taken from E. C. Hall as principal and Maryland Casualty Company as surety, which application is signed by Mr. H. E. Williams and is accompanied by an affidavit showing that Mr. Williams furnished material on this job to the extent of $300.53.

Please forward these copies to me at your earliest convenience.

Sincerely,

Kenneth E. Proctor

KENNETH E. PROCTOR

KEP:ir
Enc.3.

ANSWERED
H. B. GLAISYER

TO THE OREGON STATE HIGHWAY COMMISSION, and R. H. Baldock, Chief Engineer, Salem, Oregon:

I, hereby make application for a certified copy of Contract No. 2242 for production of crushed rock on Mt. Hood Rock Production executed between the State Highway Commission and E. C. Hall Company, together with a certified copy of the bond taken from E. C. Hall as principal under this contract.

I make further application for any information concerning sub-contracting on any portion of the work covered by contract No. 2242, to be performed by Harry L. Rice, together with any bond or bonds furnished by the said Harry L. Rice.

This application is based upon an affidavit attached hereto.

Dated this 23rd. day of September, 1940.

MT. HOOD LUMBER COMPANY

BY H E Williams
Sole Owner.

AFFIDAVIT

STATE OF OREGON,)
)ss.
County of Clackamas)

I, H. E. Williams, being first duly sworn, depose and say that I am the sole owner of the Mt. Hood Lumber Company, that between the 19th day of Juhe, 1940 and the 3rd day of September, 1940, I furnished to E. C. Hall, through his sub-contractor, Harry L. Rice, 17820 feet of lumber in the aggregate sum of $ 300.53

H E Williams

Subscribed and sworn to before me this 23rd. day of September, 1940.

Notary Public for State of Oregon.

My Commission expires: March 13, 1943.

RECEIVED
SEP 30 1940
FOR FILING

3-1208

September 27, 1940

MARYLAND CASUALTY COMPANY
Hanson & Rowland, Agents
Washington Building
Tacoma, Washington

Gentlemen:

We hand you herewith, for your information and attention, a copy of a letter setting forth a claim by Bessie L. Rogan against W. L. Rice, subcontractor under E. C. Hall Company, in connection with State Highway Contract No. 2242, Mt. Hood Rock Production Project on the Mt. Hood and Wapinitia Highways, in Clackamas and Wasco Counties.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

cc - E. C. Hall Company
1160 Grant Street
Eugene, Oregon

W. L. Rice
9 N. E. 31st Avenue
Portland, Oregon

NOTED
D. G. DeSart

September 26, 1940

Mr. Wm. P. Lord,
Suite 405
317 S. W. Alder Street
Portland, Oregon

Dear Mr. Lord:

Reply is made to your letter of September 25 inquiring as to whether Harry L. Rice furnished a bond in connection with his state highway work on the Mount Hood Highway between July 25th and September 11th.

The work that Mr. Rice was doing was sub-contract work under E. C. Hall Company of Eugene, to whom the State Highway Commission awarded contract No. 2242 for the Mount Hood Rock Production Project on the Mt. Hood and Wapinitia Highways, in Clackamas and Wasco Counties. Mr. Rice did not furnish a bond direct to the State Highway Commission. I presume that he did furnish such a bond to Mr. Hall.

In connection with this job the original contractor on this job, E. C. Hall, furnished the state a surety bond which was written by the Maryland Casualty Company, for whom Hansen & Rowland, Inc., Washington Building, Tacoma, are the local representatives.

I trust this is the information that you desire.

Yours very truly,

HBG:MC

Secretary

FOR FILING
SEP 30 1940

REFERRED TO
DeSart
BY SECRETARY

NOTED
D. G. DeSart

RECEIVED
SEP 26 1940
OREGON
STATE HIGHWAY COMMISSION

WM. P. LORD
LAWYER
SUITE 405 -- 317 S. W. ALDER STREET
PORTLAND, OREGON
TELEPHONE ATWATER 1383

T. WALTER GILLARD

Sept. 25, 1940

State Highway Commission
Salem, Cregon

Dear Sirs:

Bessie L. Rogan of Brightwood, Oregon, furnished board and room for certain employees of Harry L. Rice, who operated a rock crusher. The rock apparently was used on No. 52.

The writer would like to know if there was a contractor's bond furnished by him for this material.

The dates are between July 25th and September 11th.

If there is a bond, kindly advise me in reference thereto.

Very truly yours,

Lord

WPL/B

ANSWERED
H. B. GLAISYER

RECEIVED
SEP 23 1940
FOR FILING

3-1203

September 20, 1940

Maryland Casualty Co.
Hansen & Rowland, Inc.
Washington Building
Tacoma, Washington

Gentlemen:

We are in receipt of information to the effect that the Sandy Market, Inc., Rhododendron, Oregon, has a claim in the amount of $124.71 against the bond furnished by the E. C. Hall Company, in connection with State Highway Contract No. 2242, covering the Mt. Hood Rock Production Project on the Mt. Hood and Wapinitia Highways, in Clackamas and Wasco Counties. This claim represents checks cashed for the crew of H. L. Rice, subcontractor. We are giving this information to you inasmuch as you appear as surety on the bond furnished in connection with this job.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGD:RS

September 20, 1940

Sandy Market, Inc.
Rhododendron, Oregon

Gentlemen: Attention Ruben E. Hoffman

Reply is made to your letter of September 18 requesting information relative to the filing of your claim against E. C. Hall Company in connection with the contract awarded to this company by the State Highway Commission for furnishing crushed rock, in stock piles, for the Mt. Hood Section of the Mt. Hood and Wapinitia Highways, in Clackamas and Wasco Counties.

This is State Highway Contract No. 2242. In connection with this job the E. C. Hall Company was required to furnish the State a surety bond for the protection of claims and to guarantee the satisfactory completion of the project. This bond was written by the Maryland Casualty Company for whom Hansen & Rowland, Inc., Washington Bldg., Tacoma, Washington, are the local representatives. We offer this bond to you for the protection of your claim, and suggest that you file notice thereof direct with the agents of the bonding company and also with the Secretary of State, in conformance with the provisions of Chapter 517, Oregon Laws, 1939, a mimeographed copy of which is enclosed.

Your notice to the Secretary of State should be filed prior to the expiration of six months from the date of completion of the project and acceptance of the same by the State Highway Commission. As this job has not been completed or accepted, any time within the next six months will be sufficient for filing.

In accordance with our usual practice we are today notifying the bonding company and the contractor of the filing of your claim in this office.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION
By

Secretary

DGD:RS
encl.

HOFFMAN

ALBERT A. HOFFMAN

WALTER E. HOFFMAN

Sandy Market, Inc.

HOFFMAN BROS.

GENERAL MERCHANDISE

MEATS AND GROCERIES

WHOLESALE AND RETAIL

Phones: Sandy 81; Rhododendron 211

RECEIVED
[illegible] 1940

SANDY RHODODENDRON

Rhododendron, Oregon,
September 18th, 1940.

State Highway Commission,
Salem, Oregon.

Gentlemen:

We are enclosing copy of letter which we have written to Mr. E. C. Hall, Contractor, Eugene, Oregon.

Contents of this copy of letter are self-explanatory.

Anything you can do for us in this regard will be appreciated.

Yours very truly,

SANDY MARKET, Inc.

Ruben Hoffman

Ruben E. Hoffman.

REH/md
Enc-1

NOTED
D. G. DeSart

EN E. HOFFMAN
ALBERT A. HOFFMAN
WALTER E. HOFFMAN

Sandy Market, Inc.
HOFFMAN BROS.
GENERAL MERCHANDISE
MEATS AND GROCERIES
WHOLESALE AND RETAIL
Phones: Sandy 81; Rhododendron 211

SANDY — RHODODENDRON

Rhododendron, Oregon,
September 18th, 1940.

Mr. E. C. Hall,
Contractor,
Eugene, Oregon.

Dear Mr. Hall:

We have been advised to contact you in regard to checks which have been returned to us issued by Mr. H. L. Rice, who had a crew of men working in this vicinity up until a week or ten days ago.

We were further advised that Mr. Rice was the sub-contractor on this job and that you were the contractor.

The total amount of the checks which we are holding amount to $184.71, and inasmuch as we merely accommodated the men by cashing their checks we will appreciate your taking care of the checks and relieving us of the further responsibility.

The checks are as follows:

August 20th-Ck #3650-Amount $50.00-Mr. Chas. C. Miller.
August 20th-Ck #3651-Amount $32.03-Mr. Jas. P. Hayes.
August 21st-Ck #3667-Amount $42.68-Mr. D. L. Spurlock.
August 21st-Ck #3666-Amount $35.00-Mr. O. L. Spurlock.
Sept. 7th-Ck #3692-Amount $15.00-Mr. Robt. Pouth.
Sept. 10th-Ck #3686-Amount $10.00-Mr. J. T. Hayes.

We will appreciate hearing from you by return mail.

Yours very truly,

SANDY MARKET, INC.

R.E.H.

Ruben E. Hoffman.

REH.md
CC - State Hiway Dept.,
Salem, Ore.

RECEIVED
SEP 18 1940
FOR FI

3-1203

September 18, 1940

Clackamas County Bank
Sandy, Oregon

Gentlemen: **Attention Fred L. Proctor, Cashier**

This will acknowledge receipt of your letter of September 17, and advise that the E. C. Hall Company contract No. 2242, for production of crushed rock on the Mt. Hood Rock Production Project, was started June 11, 1940, and the Resident Engineer estimates that the work will be completed about November 30.

A voucher in the amount of $6,309.63 will be mailed to Mr. Hall within the next few days, covering work performed to September 15. This is the first voucher to be paid on this project.

If you care to file your claim against the job, we suggest that you do so in accordance with Chapter 517, Oregon Laws, 1939, mimeographed copy of which is attached for your guidance.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGD:RS
encl.

NOTED
D. G. DeSart

CLACKAMAS COUNTY BANK

SANDY, ORE.

Sept. 17 th. 1940

Hon. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir :-

On June 19 th. Mt. Hood Lumber Co. delivered to H. L. Rice for use in connection with the sub-contract that Mr. Rice had from E. C. Hall lumber to the amount of $ 168.86, and on Sept. 3 rd. this firm delivered lumber to the amount of $ 131.67, all material being delivered to the rock crusher near Brightwood, Oregon.

These accounts were assigned to us as security for an advancement of funds to Mt. Hood Lumber Co. and we would appreciate information as to the proper steps for us to take to protect ourselves at this time.

We would appreciate information as to when it is likely that these accounts will be paid.

Yours very truly

Fred Proctor

Fred L. Proctor
Cashier.

3-12-10

MARYLAND CASUALTY COMPANY
Hansen & Rowland, Agents
Washington Building
Tacoma, Washington

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2242 which was awarded to E. C. Hall Company by the State Highway Commission on November 3, 1939, covering the Mt. Hood Rock Production Project in Clackamas and Wasco Counties.

Inasmuch as you are surety for the contractor on this job, we are sending you this copy of the contract for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

3-1205

November 28, 1939

E. C. HALL COMPANY
1160 Grant Street
Eugene, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2242 which was awarded to you by the State Highway Commission on November 3, 1939, covering the Mt. Hood Rock Production Project in Clackamas and Wasco Counties.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

3-1243

November 7, 1939.

E. C. HALL COMPANY
1160 Grant Street
Eugene, Oregon

Gentlemen:

We are sending you today by express four copies of Contract No. 2242, which was awarded to you on November 3, 1939, by the State Highwayy Commission, covering the furnishing of crushed rock in stock piles on the Mt. Hood and Wapinitia Highways, in Clackamas and Wasco Counties.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send and executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 5 (page 14) of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the mimeographed page immediately following page No. 17 of the mimeographed Special Provisions, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

HBL

3-1203

November 4, 1939

E. U. Hall Company
1160 Grant Street
Eugene, Oregon

Gentlemen:

The State Highway Commission on November 3, 1939, awarded you the contract for furnishing 15,900 cu. yds. crushed rock in stock piles on the Mt. Hood Rock Production Project on the Mt. Hood and Wapinitia Highways, in Clackamas and Wasco Counties. This award was based on your low bid of $27,394 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

AM

Secretary

cc - Mr. S. H. Probert
Mr. G. S. Paxson

CONTRACT#2243

4-1203 Seaside-Necanicum Summit
Rock Production Project 1939

2243

R.H. Baldock

May 23rd, 1940

FINAL COST ANALYSIS
Rock Production

Seaside-Necanicum Jct.
Contract No. 2243

4-1203

Oregon Coast Highway
Prefix 4-1203

Babler Bros., Contractors
L. D. Mars, Resident Engineer

NOTED
State Highway Engineer

Item	Cost	Quantity	Unit	Unit Cost	Unit Bid	Gross Revenue
1¼"-3/4" Cr. Rock in S.P.	$229.57	211.9	Cu. Yd.	1.08	1.09	$230.97
3/4"-½" " " " "	2,015.12	1,860.0	" "	1.08	1.09	2,027.40
½"-¼" " " " "	2,738.33	2,518.3	" "	1.08	1.09	2,744.95
¼"-10 Mesh" " " "	1,742.57	1,600.00	" "	1.08	1.09	1,744.00
Hauling Crushed Rock	2,533.82	38,981.9	Yd. Mi.	0.065	0.07	2,728.73
P.A. #1						
Talus Rock	127.20	636.0	Cu. Yd.	0.20	0.20	127.20
Hauling Talus Rock	171.85	2,643.8	Yd. Mi.	0.065	0.07	185.07
P.O. #3823						
3/4"-½" Cr. Rock in S.P.	449.61	415.0	Cu. Yd.	1.08	1.09	452.35
½"-¼" " " " "	492.95	455.0	" "	1.08	1.09	495.95
¼"-1/8" " " " "	582.98	538.1	" "	1.08	1.09	586.53
Hauling Crushed Rock	274.58	4,224.3	Yd. Mi.	0.065	0.07	295.70
P.O. #4099						
1¼"-3/4" Cr. Rock in Trucks at Bunker	541.70	500.0	Cu. Yd.		0.90	450.00
	$12,100.28					$12,068.85

Total Cost	$12,100.28
Gross Revenue	12,068.85
Net Loss	$31.43

Net Loss Equals 0.2% of Gross Revenue

Seaside-Necanicum Junction

Detail of Cost

Labor:		
Supervision (Jed Wilson)	$500.00	
Labor	3,522.67	
State Industrial Accident Insurance	392.21	
Social Security & Unemployment	160.90	
		$4,575.78
Equipment Rental and Misc. Supplies:		
Equipment Rental	$2,101.48	
Hired Trucks (Including Drivers)	2,934.77	
Gas, Oil and Grease	303.20	
Plant Set Up, Materials and Supplies	642.59	
Explosives	298.55	
Repairs & Misc. Supplies	644.78	
Office & Overhead 3% of Gross Revenue	348.50	
Bond	99.69	
Public Liability Insurance	39.86	
Move In, Cartage	111.06	
		7,524.48
Total Cost		$12,100.26

Seaside-Necanicum Junction

Breakdown of Crushing Costs

Item	Cost	Quantity	Unit	Unit Cost
Move In & Set Up Plant	$1,342.57	8,298.3	Cu. Yd.	$0.162
Drill & Shoot Quarry	790.94	"	" "	0.095
Dragline Quarry to Crusher	1,265.81	"	" "	0.153
Crushing	4,914.34	"	" "	0.591
Overhead & Proratable Expense	679.15	"	" "	0.082
	$8,992.81	8,298.3	Cu. Yd.	$1.083

Sizes and Quantities

1¼" - 3/4"	711.9 Cu. Yd.
3/4" - ½"	2,275.0 " "
½" - ¼"	2,973.3 " "
¼" - 1/8"	2,138.1 " "
	8,298.3 Cu. Yd.
Average Production	18 Cu. Yd. per hour.

Seaside-Necanicum Summit

REMARKS:

This contract was bid on November 3rd, 1939; the contractor started work on November 20th, and completed on January 27th, 1940.

A two crusher plant, containing a 10" x 36" jaw crusher and a 18" Telesmith Inner cone secondary, was erected in the Bjortland quarry. The contractor secured all the necessary rock by shooting a 30-foot coyote hole, and no reshooting was required. A dragline driven by an electric motor brought the material to the plant, and a single 120 h.p. caterpillar motor operating a large generator provided power both for the plant and dragline.

The plant operated efficiently and averaged 18 cu. yds. per hour, but expensive repairs to the motor and to the Telesmith crusher increased crushing costs.

The contractor had based his bids on the expectation of using the commercial plant which he was operating near Seaside, but he was required to use the quarry specified by the State. However, he completed the job with a very small loss and would have had a fair profit but for the large repair cost on the rented equipment.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

#2243

RECEIVED
MAY 3 1940
FOR FILING

4-1203

May 3, 1940

United States Guarantee Company,
Dooly & Company, Agents,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 2243, for the construction of the Seaside-Necanicum Summit Section of the Oregon Coast Highway in Clatsop County, has been completed by the contractors, Babler Brothers, and that final settlement will be made by the State with said contractors for work done under said contract on or after May 13, 1940.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $9,969.62, including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict/ by J. McFarland.

Form H-30—Revised—[illegible]

RECEIVED
APR 1[illegible] 1940
FOR FILING

4-1203

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 20, 1940

Subject: Acceptance of Completed Contract

To:
Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Office

Dear Sir:

All work on Contract No. 2243, with Babler Bros., for furnishing crushed rock in stock piles on the Seaside-Necanicum Summit Section of the Oregon Coast Highway in Clatsop County, was completed on March 1, 1940.

Acceptance of this project by the State Highway Commission is hereby recommended.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By S. H. Probert

S. H. Probert
Office Engineer

Dict. by G. Hester/GS

cc Mr. James McFarland
Mr. J. W. McCallister

APPROVED BY HIGHWAY COMMISSION
DATE March 22, 1940
H. B. Glaisyer
Secretary

#2243

4-1203

March 13, 1940

United States Guarantee Company,
Dooly & Company, Agents,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Dabler Brothers on Contract No. 2243, Seaside-Necanicum Summit Section of the Oregon Coast Highway in Clatsop County. This payment will be made on or after March 23, 1940.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

Form E-1—SM—3-30

EGON STATE HIGHWAY COMMISS

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

NOTED
Asst. State Highway Engineer

For Week Ending March 2, 19340

Section Seaside-Necanicum S ummit

Kind of work Crushed Rock in Stockpiles

Highway Oregon Coast

Section prefix 4 - 1203

Contractor Babler Bros

Contract number 2243

Date of contract Nov. 3, 1939, 193

Date of completion May 31, 1940, 193

Date work started " 20 ", 193

Estimated date of completion , 193

Amount of contract $ 11,420.00

Per cent of time elapsed 70 %

Estimated cost of completed project, exclusive of engineering $ 9,270.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 575.00, %

Date project was completed March 1, 193 40

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

This week c ontractor has completed clean up work and has moved out all of his equipment.

The final contract estimate has been completed this week, and same mailed to Salem on S aterday.

RECEIVED
MAR 6 - 1940
DIVIS

NOTED
H. W. LIBBY

NOTED
RAY WEBBER

NOTED
H. G. SMITH

Signed L. D. Mars

Address Astoria, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			6,000.0		
Estimated quantities moved or placed to date			6,166.9		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain	Rain	
Monday	"	"	
Tuesday	"	"	
Wednesday	"	"	
Thursday	"	"	
Friday	"	"	
Saturday	Fair	Fair	

STATE PRINTING DEPT

4-1203

November 20, 1939

Babler Brothers
1636 S. E. 6th Ave.
Portland, Oregon

Gentlemen:

We are sending to you today, by express, a fully executed copy of Contract No. 2243 which was awarded to you on November 3, 1939, for furnishing crushed rock in stock piles on the Seaside-Necanicum Summit Section of the Oregon Coast Highway, in Clatsop County. This is for your records and files.

Very truly yours,

JM:AM

Secretary

4-1203

November 20, 1939

Dooly & Company, Agents
U. S. Guaranty Company
Board of Trade Building
Portland, Oregon

Gentlemen:

We are sending to you today, by express, a fully executed copy of Contract No. 2243 which was awarded to Babler Brothers on November 3, 1939, for furnishing crushed rock in stock piles on the Seaside-Necanicum Summit Section of the Oregon Coast Highway, in Clatsop County.

This is being sent to you inasmuch as you appear surety on the bond furnished by the contractor and is for your records and files.

Very truly yours,

JM:AM Secretary

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
HURON W. CLOUGH, CANYONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

C. B. McCULLOUGH
ASSISTANT HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

November 10, 1939

4-1203

Miller Bros.,
2407 N. W. 28th Ave.,
Portland, Oregon.

Gentlemen:

With respect to your Contract No. 2243, covering the production of 6,000 yards of crushed rock in stockpile on the Seaside-Necanicum Summit Section of the Oregon Coast Highway, I am advised by Mr. Jed Wilson that it was contemplated to produce this rock from the small commercial plant located adjacent to the highway just south of Seaside.

I must call your attention to the paragraph on page 11 of the special provisions of your contract, which state that crushed rock manufactured for this project is to be obtained from the State-owned Hjorteland quarry, located at Milepost 30.22.

The matter of changing this source as specified in the contract has been discussed with Mr. Smith and Mr. Baldock, and they have definitely ruled that the contract can not be changed, since all bids received were based on this provision and the other bidders would now have a just complaint for any modification which would permit a change of the source. You will, therefore, make your plans accordingly.

Yours very truly,

F. D. MASON,
Division Engineer.

FDM:AM
cc Mr. H. G. Smith
Mr. S. H. Probert
Mr. L. D. Mars
Mr. Jed Wilson

GEORGE H. REANEY
PRESIDENT

HENDON CHUBB
CHAIRMAN EXECUTIVE COMMITTEE

UNITED STATES GUARANTEE COMPANY

PREFERRED CLASSES OF FIDELITY AND SURETY BONDS

OFFICES
90 JOHN STREET - NEW YORK, N.Y.

TELEPHONE BEEKMAN 3-5224

Dooly
& COMPANY
INSURANCE
BOARD of TRADE Building
PORTLAND, OREGON
ESTABLISHED
([illegible])

RECEIVED
NOV 10 1939
STATE HIGHWAY COMMISSION

4-1203

November 9th, 1939

Oregon State Highway Commission
Salem, Oregon.

Gentlemen:-

RE: CONTRACT NO. 2243
BABLER BROS.

At the request of our above client, we are sending you by parcel post, signed contracts and bonds, in quadruplicate, in connection with contract No. 2243 for furnishing 6,000 cu. yds. crushed rock in stockpiles, Seaside- Necanicum Summit Section of Oregon Coast Highway, Clatsop County, Oregon.

Trusting you find same in order and awaiting usual copy for the bonding company at your convenience, we are

Yours very truly

DOOLY AND CO.
By G. W. Steidl

GWS-S

4-1283

November 7, 1939

Babler Bros.
1636 S. E. 6th Avenue
Portland, Oregon

Gentlemen:

We are sending you today by express four copies of Contract No. 2243 which was awarded to you by the State Highway Commission on November 3, 1939, covering the furnishing of crushed rock in stock piles on the Seaside-Necanicum Summit Section of the Oregon Coast Highway, in Clatsop County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under section 5 of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is called to the provision on the mimeographed page following page No. 14 of the mimeographed Special Provisions, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

RECEIVED

4-1203

November 4, 1939

Babler Brothers
1636 S. E. 6th Avenue
Portland, Oregon

Gentlemen:

The State Highway Commission on November 3, 1939, awarded you the contract for furnishing 6,000 cu. yds. crushed rock in stock piles on the Seaside-Necanicum Summit Rock Production Project, in Clatsop County. This award was based on your low bid of $9,270 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

AM

Secretary

cc - Mr. S. H. Probert
Mr. C. S. Paxson

CONTRACT [redacted] 2244

FA 160-B-1 Oregon Slough-Columbia 1939
Slough, Pacific Hwy. West
#2244 Pavement Widening

160-P-1

R. H. Baldock NOTED
State Highway Engineer

Final Cost Analysis August 12, 1940

Oregon Slough - Columbia Slough Pavement Widening Pacific Highway West
Contract No. 2244 Prefix 26-1035
~~Parker-Schramm~~, Contractor A. B. Dean, Resident Engineer
Edlefsen-Weygandt

Item	Cost	Quantity	Unit	Unit Cost	Unit Bid	Gross Revenue
Clearing and Grubbing	$ 202.36					$ 200.00
Trench Excavation	9.30	9.3	Cu Yd	1.00	1.00	9.30
Excavation, Single Class	227.10	964.3	"	.24	0.20	192.86
Borrow Excavation	1,376.49	2,037.4	"	.67	0.38	774.21
Removal of Old Pavement	20.74	53.2	Sq Yd	.39	0.30	15.96
Removal of Old Curbs	11.88	91.4	Lin Ft	.13	0.10	9.14
9" Metal Drain Pipe	219.88	255	" "	0.86	0.80	204.00
Concrete Catch Inlets	127.19	8	Only	15.90	20.00	160.00
Concrete Curbs	1,891.17	102.39	Cu Yd	18.47	19.00	1,945.41
3"-0" Material in Base	1,377.43	1,526	"	0.90	0.75	1,144.50
3/4"-0" Material in Cushion	310.00	200	"	1.55	1.60	320.00
Portland Cement Conc. Pave.	10,462.08	6,467.5	Sq Yd	1.62	1.50	9,701.25
3/4" Expansion Joints	55.72	464.3	Lin Ft	0.12	0.14	65.00
1/2" " "	20.17	168.1	" "	0.12	0.14	23.53
Contraction Joints	66.66	3,333.2	" "	0.02	0.025	83.33
Dowels	67.90	485	Only	0.14	0.17	82.45
Asphaltic Concrete	3,251.23	684.47	Tons	4.75	4.75	3,251.23
Cement Adjustment	(Deduct)	103.75	Bbls	2.07	2.00	- 214.76
	$19,697.30					$17,967.41

Total Cost	$19,697.30
Gross Revenue	17,967.41
Net Loss	$ 1,729.89

Net Loss Equals 9.6% of the Gross Revenue

Oregon Slough - Columbia Slough

Detail of Cost

Labor:						
Supervision					$542.05	
Labor					4,210.94	
S. I. A. C.	6%				285.18	
S. S. & Unemployment Ins.	4%				190.12	5,228.29
Materials:						
3"-0" Base Rock (Loaded in trucks at Porter Yett's plant)	1,526	Cu Yd	@	.30	457.80	
3/4"-0" Material in Cushion (At Ross Island)	200	Cu Yd	@	.75	150.00	
9" Metal Pipe	255	Lin Ft.	@	.52	131.04	
30° Ells	8	Only	@	4.00	32.00	
9" Bands	9	"	@	0.75	6.75	
Portland Cement	2,067.75	Bbls.	@	2.00	4,135.50	
Concrete Aggregate (Bunkers at Ross Island)	1,761	Cu Yd	@	.66 (in batch)	1,162.26	
3/4" x 7" Expansion Joints	464.3	Lin Ft	@	0.096	44.57	
1/2" x 7" " "	168.1	Lin Ft	@	0.07	11.77	
1/4" x 2" Contraction "	3,333.2	" "	@	0.0148	49.33	
Dowels	485	Each	@	.12	58.20	
Asphaltic Concrete	684.47	Tons	@	4.75 (in place)	3,251.23	9,490.45
Equipment Rental & Miscellaneous:						
Equipment Rental (Including Repairs)					2,220.50	
Hired Trucks					193.22	
Gas, Oil and Grease					557.10	
Form Lumber					408.03	
Cotton Mats					150.00	

Oregon Slough - Columbia Slough

Water		86.18	
Miscellaneous Supplies & Small Tools		206.38	
Bond		189.36	
Public Liability Insurance		36.45	
Move In		204.35	
Office and Gen. Overhead	4% of Gross Revenue	726.99	
			4,978.56
			$19,697.30

Oregon Slough - Columbia Slough

Remarks:

This contract, which required the widening of existing concrete paving on Denver Avenue was bid on November 3rd, 1939. The contractor started work on April 8th and completed on May 31st, 1940.

The single class excavation which consisted mainly of bringing the existing fill to grade, was accomplished with a small cat and dozer and a patrol blade. The borrow excavation was secured from city lots owned by the state and was used to widen the existing fill. The material was loaded with a 1-1/4 yard shovel equipped with a skimmer bucket. The contractor used his 6-yard trucks for hauling the borrow material, and the hauling distance averaged .8 of a mile. The shovel averaged only 38 cubic yards per hour in loading out of the shallow cuts on the borrow areas, and the contractor took a loss on this item.

The base rock was purchased at the Porter Yett plant 5 miles from the job. The material cost $0.30 per yard loaded in the contractor's trucks, and hauling cost an additional $.35 per yard. The 3/4"-0" cushion material was purchased from the Ross Island Sand and Gravel Company and hauled to the job by the contractor,.

A 4 sack Koehring mixer was used for paving and operated 53 hours averaging 122 square yards per hour. The aggregate was purchased already batched at the Ross Island plant and hauled a distance of 8 miles in the contractor's trucks, The cement was handled in sacks and unloaded from box cars at a siding 1 mile from the job. Lost time due to breakdowns of the mixer increased the paving costs.

The loss on the contract would have been decreased if the contractor had secured his base rock and mineral aggregate within a shorter hauling distance.

E. H. Clymer
Cost Analyst

By

V. R. Jones

Oregon Slough - Columbia Slough

Breakdown of Paving Costs

Item	Cost	Square Yards	Unit Cost
Fine Grade	225.68	6,462.6	$0.035
Forms	736.00	"	0.114
Mix and Lay and Finish	1,196.50	"	0.185
Curing, Water and Water Pipe	462.82	"	0.072
Cleanup and Tar	273.15	"	0.042
Mineral Aggregate at Mixer	2,512.62	"	0.389
Portland Cement at Mixer	3,912.56	"	0.606
Overhead, Bond and Prorateable	1,142.75	"	0.177
	$10,462.08	6,467.5	1.62

A 4 sack Koehring Mixer was used for 53 hours and averaged 122 square yards per hour. The aggregate was purchased from the Ross Island Sand and Gravel Company ready batched and hauled 8 miles to the job in the contractor's trucks. Sacked cement was unloaded from box cars at a siding 1 mile from the job. Cotton mats were used for curing.

RECEIVED
AUG 9 1940
FOR FILING

160-B-1

August 8, 1940

Fidelity and Deposit Company
of Maryland
Failing Building
Portland, Oregon

Gentleman: Attention Clarence D. Porter, Manager

We wish to thank you for your letter of August 7th, releasing the final payment to Edlefsen-Weygandt Company, on their Contract No. 2244.

The total amount to be paid on this contract is $17,967.41, and no force account work was performed thereon.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By:

Secretary

DD:RS

NOTED
D. G. DeSart

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

HOME OFFICE - BALTIMORE

FIDELITY AND SURETY BONDS

BURGLARY AND GLASS INSURANCE

R. E. PINNEY
RESIDENT VICE-PRESIDENT
CLARENCE D. PORTER
MANAGER

FAILING BUILDING
PORTLAND

TELEPHONE
ATWATER 6441

RECEIVED

August 7, 1940

Oregon State Highway Commission
Salem
Oregon

2244

Gentlemen:

Re: Our Bond No. 4328622A - Edlefsen Weygandt Co
Oregon Slough-Columbia Slough Sec. Pacific Hwy.

Thank you for your letter of August 2nd, 1940. We have no objections to the release of the final payment to Edlefsen Weygandt Co.

Will you kindly advise us of the total amount of this completed contract and the date of the acceptance. A self-addressed envelope is enclosed for your use.

Very truly yours,

Clarence D. Porter
Clarence D. Porter
Manager

JW

REFERRED TO
DeSart
BY SECRETARY

note on card
notify auditor
prepare affy

NOTED
D. G. DeSart

1890 · Fiftieth Anniversary · 1940

RECEIVED
AUG 7 1940
FOR FILING

160-P-1

August 2, 1940

Fidelity & Deposit Company of Maryland
Clarence B. Porter, Agent,
Failing Building
Portland, Oregon

Gentlemen:

This is to advise you that the State Highway Commission is now ready to make final payment, in the amount of $1,335.69, to Ellefsen-Weygandt Company in connection with state highway contract No. 2244, Oregon Slough-Columbia Slough Section of the Pacific Highway West, in Multnomah County. This payment will be made on or after August 12, 1940.

If you have any objections to the making of this payment please let us know beofre that time; also please advise if you approve the release of the warrant before August 12, 1940. We have no record of any outstanding claims aginst this job.

Very truly yours,

HBG:AM

Secretary

NOTED
D. G. DeSart

Form [illegible]—10-37

160-B-1

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 22nd. 1940, 193

Section Oregon Slough - Columbia Slough

Kind of work Pavement Widening

Highway Pacific Highway West

Section prefix 26-1035; FAS 160-B (1)

Contractor Edlefsen - Weygandt Co.

Contract number 2244

Date of contract Nov. 8th. 1939, 193

Date of completion June 30th. 1940, 193

Date work started April 8th. 1940, 193

Estimated date of completion May 31st. 1940, 193

Amount of contract $ 18,885.70

Per cent of time elapsed 91 %

Estimated cost of completed project, exclusive of engineering $ 18,182.17

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 1600.00, %

Date project was completed May 31st. 1940, 193

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The semi-final estimate has been completed and is being delivered to the Division office to day.

This is the final report on this job.

NOTED
RAY WEBBER

NOTED
VAN SCOY

Signed A. B. Dean

Address 9200 McLoughlin Blvd. Port. Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

STATE PRINTING DEPT.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.03			1.03	1.03
Miles partially completed					
Miles completed	1.03			1.03	1.03
Total estimated quantities	3400 cy			720 T	6600 sy
Estimated quantities moved or placed to date	3400 cy			720 T	6600 sy
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	Fair		
Thursday	Clear		
Friday	Fair		
Saturday	Fair		

160-B-1

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

Stencil No. 3.

IN YOUR REPLY PLEASE
REFER TO FILE No.________

RECEIVED
AUG 13 1940
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

POST OFFICE BUILDING
PORTLAND, OREGON

July 12, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon Federal Aid Project FAP 160-B (1), Oregon Slough-Columbia Slough Section of the Pacific Highway West, was made by a representative of this office on June 4, 1940. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Tron

F-

160-B-1

RECEIVED
AUG 13 1940
FOR FILING
FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon FAP 160-B (1)
Oregon Slough-Columbia Slough,
Pacific Highway E.

June 10, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Fron

wa4pr-5326

Form P. R. 2

State Oregon

Federal Aid Project No. 100-B(1)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of May, 1940

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 6th day of May, 1938, a project statement, which was approved on the 11th day of June, 1938, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section B (1) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 13th day of October 1939; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twelve thousand, four hundred ten and 00/100 dollars ($12,410.00) as the share of the United States payable under said act on account of Section B (1) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 173, laws 1917; Chap. 31, laws 1920;
(Include date and citation of
Chap. 529, laws 1939.
act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 32+00 in the N.E. ¼ of Sec. 4, T. 1 N., R. 1 E.,
and survey station 85+24 in the N.E. ¼ of Sec. 3, T. 1 N.,
R. 1 E.

, length 1.008 miles, in Multnomah County,

being Section B (1) of Oregon Federal Aid project No. 100, consisting of

1.008 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span.

~~of miles in length.~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B (1) of said project shall not in any event exceed the sum of twelve thousand, four hundred ten and 00/100 dollars ($12,410.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of twenty thousand, six hundred seventy and 59/100 dollars ($20,670.59), the approved total estimated cost of Section B (1) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chap. 529, laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the .... day of

MAY 24 1940, 19....

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By ....

Member, State Highway Commission
(Title of officer)

By ....

Member, State Highway Commission
(Title of officer)

By ....

....
(Title of officer)

By ....

....
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11370

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. 160-B(1) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 20,670.59 as the total estimated cost of said project, and the sum of $ 12,410.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of MAY 24 1940 one thousand nine hundred and ______

Federal Works Administrator,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10130

160-B-1

RECEIVED
AUG 30 1940

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

(Stencil #28)

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon FAP 160-B (1)
Oregon Slough-Columbia Slough Sec.
Pacific Highway West

April 9, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

RECEIVED
JUL 22 1940
FOR FILING

160-B-1

February 3, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Oregon Slough-Columbia Slough Section, Project No. FA 160-B (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department   Federal Aid Project No. 160-B (1)

OREGON SLOUGH-COLUMBIA SLOUGH SECTION OF THE PACIFIC HIGHWAY WEST IN MULTNOMAH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 4, 1940

Dual Type Pavement (Sta. 32+00 to 82+67)

All Required		Clearing and Grubbing	$ - -	$ 186.00
15	cu. yds.	Trench Excavation	1.00	15.00
1,370	cu. yds.	Excavation, Single Classif.	.20	274.00
2,000	cu. yds.	Borrow Excavation	.38	760.00
330	lin. ft.	6" Metal Drain Pipe	.80	264.00
7	only	Concrete Catch Inlets	20.00	140.00
103	cu. yds.	Concrete Curbs	19.00	1,957.00
1,430	cu. yds.	3" - 0" Material in Base	.75	1,072.50
200	cu. yds.	3/4" - 0" Material in Cushion Course	1.60	320.00
6,125	sq. yds.	Portland Cement Concrete Pavement	1.50	9,187.50
480	lin. ft.	3/4" Expansion Joints	.14	67.20
70	lin. ft.	1" Expansion Joints	.14	9.80
3,300	lin. ft.	Contraction Joints	.025	82.50
460	only	Dowels	.17	78.20
720	Tons	Asphaltic Concrete	4.75	3,420.00
		Subtotal		$ 17,833.70
		10% Engr. & Cont.		1,783.37
		Total		$ 19,617.07

Length 0.960 mile
Cost per mile $ 20,434.44

Portland Cement Concrete Pavement (Sta. 82+67 to 85+24)

All Required		Clearing and Grubbing	$ - -	$ 10.00
20	cu. yds.	Excavation, Single Classif.	.20	4.00
65	sq. yds.	Removal of Old Pavement	.30	19.50
92	lin. ft.	Removal of Old Curbs	.10	9.20
40	lin. ft.	6" Metal Drain Pipe	.80	32.00
1	only	Concrete Catch Inlets	20.00	20.00

5	cu. yds.	Concrete Curbs	$ 19.00	$ 95.00
60	cu. yds.	3" - 0" Material in Base	.75	45.00
18	cu. yds.	3/4" - 0" Material in Cushion Course	1.60	28.80
450	sq. yds.	Portland Cement Concrete Pavement	1.50	675.00
35	lin. ft.	3/4" Expansion Joints	.14	4.90
10	lin. ft.	1" Expansion Joints	.14	1.40
280	lin. ft.	Contraction Joints	.025	7.00
35	only	Dowels	.17	5.95
			Subtotal	$ 957.75
			10% Engr. & Cont.	95.77
			Total	$ 1,053.52

Length .048 mile
Cost per mile $ 21,948.33

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Dual Type Pavement	$ 19,617.07	$ 11,777.00	$ 7,840.07
P. C. Concrete Pavement	1,053.52	633.00	420.52
	$ 20,670.59	$ 12,410.00	$ 8,260.59

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

RECEIVED
OCT 14 1939
STATE HIGHWAY COMMISSION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 13, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 160-B (1), the Oregon Slough-Columbia Slough Section of the Pacific Highway West (N. Denver Ave.), have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By F E Andrews
F. E. Andrews
Sr. Highway Engineer

October 11, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Reference is made to the bid proposals sent to you yesterday for the Oregon Slough-Columbia Slough Section, Project No. FA 160-B (1). [illegible]

Please correct the quantity for item No. 3, "Excavation, Single Classification" to read 1,400 cubic yards.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Salem, Oregon
October 10, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and three copies of right of way statement for the Oregon Slough-Columbia Slough Section, Project No. FA 160-B (1).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/ER

Encl.

Oregon State Highway Department   Federal Aid Project No. 160-B (1)

OREGON SLOUGH-COLUMBIA SLOUGH SECTION

OF THE PACIFIC HIGHWAY WEST IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 10, 1939

Dual Type Pavement (Sta. 32+00 to 82+67)

All Required		Clearing and Grubbing	$ - -	$ 180.00
15	cu. yds.	Trench Excavation	1.00	15.00
1,370	cu. yds.	Excavation, Single Classif.	.50	685.00
2,000	cu. yds.	Borrow Excavation	.50	1,000.00
330	lin. ft.	9" Metal Drain Pipe	.90	297.00
7	only	Concrete Catch Inlets	20.00	140.00
103	cu. yds.	Concrete Curbs	18.00	1,854.00
1,430	cu. yds.	3" - 0" Material in Base	1.25	1,787.50
200	cu. yds.	3/4" - 0" Material in Cushion Course	2.00	400.00
6,125	sq. yds.	Portland Cement Concrete Pavement	1.65	10,106.25
480	lin. ft.	3/4" Expansion Joints	.15	72.00
70	lin. ft.	1/2" Expansion Joints	.10	7.00
3,300	lin. ft.	Contraction Joints	.05	165.00
460	only	Dowels	.20	92.00
720	tons	Asphaltic Concrete	5.50	3,960.00
			Subtotal	$ 20,760.75
			10% Engr. & Cont.	2,076.07
			Total	$ 22,836.82

OK

Length 0.960 mile

Cost per mile $ 23,788.35

Portland Cement Concrete Pavement (Sta. 82+67 to 85+24)

All Required		Clearing and Grubbing	$ - -	$ 20.00
20	cu. yds.	Excavation, Single Classif.	.50	10.00
65	sq. yds.	Removal of Old Pavement	.40	26.00
92	lin. ft.	Removal of Old Curbs	.10	9.20
40	lin. ft.	9" Metal Drain Pipe	.90	36.00

1	only	Concrete Catch Inlets	$ 20.00	$ 20.00
5	cu. yds.	Concrete Curbs	18.00	90.00
60	cu. yds.	3" - 0" Material in Base	1.25	75.00
18	cu. yds.	3/4" - 0" Material in Cushion Course	2.00	36.00
450	sq. yds.	Portland Cement Concrete Pavement	1.65	742.50
35	lin. ft.	3/4" Expansion Joints	.15	5.25
10	lin. ft.	½" Expansion Joints	.10	1.00
280	lin. ft.	Contraction Joints	.05	14.00
35	only	Dowels	.20	7.00
		Subtotal		$ 1,091.95
		10% Engr. & Cont.		109.19
		Total		$ 1,201.14

Length .048 mile

Cost per mile $ 25,023.75

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Dual Type Pavement	$ 22,836.82	$ 13,709.00	$ 9,127.82
P. C. Concrete Pavement	1,201.14	721.00	480.14
	$ 24,037.96	$ 14,430.00	$ 9,607.96

OREGON SLOUGH-COLUMBIA SLOUGH SECTION

PROJECT NO. FA 160-B (1)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

October 10, 1939

160-B-1

November 28, 1939

EDLEFSEN-WEYGANDT COMPANY
9233 N. Calvert Avenue
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2244 which was awarded to you on November 3, 1939, by the State Highway Commission, covering the pavement widening of the Oregon Slough-Columbia Slough Section of the Pacific Highway West, in Multnomah County.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

160-B-1

November 7, 1939

ROLEFSEN-WEYGANDT COMPANY
9233 N. Calvert Avenue
Portland, Oregon

Gentlemen:

We are sending you today by express four copies of Contract No. 2244 which was awarded to you on November 3, 1939, by the State Highway Commission, covering the widening of pavement on the Oregon Slough-Columbia Slough Section of the Pacific Highway West, in Multnomah County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done, a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 5 (page 14) of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the mimeographed page immediately preceding the colored pages, relating to the payment by the contractor af amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MRL

160-B-1

November 4, 1939

Edlefsen-Weygandt Company
Box 5626
Portland, Oregon

Gentlemen:

The State Highway Commission on November 3, 1939, awarded you the contract for 1.03 miles paving on the Oregon Slough-Columbia Slough Section of the Pacific Highway West, in Multnomah County. This award was based on your low bid of $18,885.70 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

AM Secretary

cc - Mr. S. H. Probert
Mr. G. S. Paxson

CONTRACT# [redacted] 2245

FA 131-J-1 West Unit, Grants Pass- 1939
Green Cr., Pacific Hwy.
#2245

R.H. Baldock

[illegible]

April 4th, 1941

FINAL COST ANALYSIS
[illegible] Unit, Grants Pass-Green Creek Section
Pacific Highway in Josephine County
Contract 2245 Prefix 17-1102

Leonard & Slate, Contractors C. C. Gall, Resident Engineer

RECEIVED
APR 17 1941
FOR FILING

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$1,242.33	100%		$1,500.00	$1,500.00
Trench Excavation	3,422.08	3,795.4 cu. yd.	$0.902	1.00	3,795.40
Excavation, Single Class	17,995.91	73,333.7 " "	0.245	0.20	14,666.74
Overhaul	1,787.43	71,015 yd. sta.	0.025	0.01	710.15
Truck Haul	3,105.01	19,576.4 yd. mi.	0.159	0.10	1,957.64
Finishing Roadbed & Slopes	544.00	2.80 Mile	194.29	200.00	560.00
Sprinkling Embankment Mat'ls.	337.50	294.7 M-Gal.	1.136	1.00	294.70
Removal of Old Pavement	1,582.06	5,607.3 sq. yd.	0.282	0.30	1,682.19
Track Removal	501.10	2,005 lin. ft.	0.250	0.20	401.00
Railroad Ballast	656.49	699.5 cu. yd.	0.939	1.00	699.50
Railroad Ties	628.28	19.47 M-FBM	32.269	30.00	584.10
Track Replacement	616.94	1,150 lin. ft.	0.536	0.50	575.00
12" Sewer Pipe	612.12	579 lin. ft.	1.057	1.00	579.00
15" " "	1,520.28	962 " "	1.580	1.50	1,443.00
12" Concrete Pipe	2,667.36	2,538 " "	1.051	1.00	2,538.00
18" " "	1,663.11	906 " "	1.836	1.75	1,585.50
24" " "	679.49	279 " "	2.435	2.25	627.75
18" Corr. Iron Pipe	733.95	478 " "	1.535	1.50	717.00
24" " " "	300.12	132 " "	2.274	2.25	297.00
12" Corr. Iron Siphon Pipe	1,504.44	1,016 " "	1.481	1.50	1,524.00
Siphon Pipe at Sta. 21+80	208.86	118 " "	1.770	2.00	236.00
18" Corr. Iron Siphon Pipe	646.16	312 " "	2.071	2.00	624.00
105" Sectional Plate Culvert Pipe	2,865.12	113 " "	25.355	23.00	2,599.00
4" Steel Pipe	141.11	110.5 " "	1.277	2.00	221.00

Unit, Grants Pass [illegible]en Creek Cost Analysis

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
6" Steel Pipe	$250.68	107 lin. ft.	$2.343	$4.00	$428.00
Salvage Culvert Pipe	28.75	35 " "	0.821	1.00	35.00
Salvaging Water Pipe	74.73	335 " "	0.223	0.25	83.75
Class "A" Concrete	1,898.98	95.11 cu. yd.	19.966	25.00	2,377.75
Metal Reinforcement	176.78	2,971 lbs.	0.060	0.07	207.97
Concrete Manholes	314.11	4	78.527	50.00	200.00
" Catch Basins	129.59	6	21.598	30.00	180.00
" Curbs	1,000.50	1,891.8 lin. ft.	0.529	0.75	1,418.85
Lumber & Timber	46.76	0.5195 M-FBM	90.010	100.00	51.95
Moving Concrete Flume	74.23	142 lin. ft.	0.523	0.50	71.00
Constructing Recesses for Curb Markers	45.00	All		50.00	50.00
3/4" Electrical Conduit	30.60	180 lin. ft.	0.170	0.25	45.00
1" " "	26.45	115 " "	0.230	0.40	46.00
3"-0 Gravel in Base	**19,719.90**	27,543.5 cu. yd.	0.716	0.60	16,526.10
3/4"-0 Mat'l in Cushion Course	2,035.40	1,258 " "	1.618	1.75	2,201.50
3/4"-0 Mat'l in Shldrs. & Surfacing	6,475.25	5,021 " "	1.290	1.75	8,786.75
Filler	280.52	491.5 " "	0.571	0.25	122.88
Hauling Filler	190.04	1,404.25 yd. mi.	0.135	0.15	210.64
Portland Cement Concrete Pavement	65,728.40	38,839.48 sq. yd.	1.692	1.70	66,027.12
Expansion Joints	389.05	3,100 lin. ft.	0.126	0.20	620.00
Contraction Joints	581.62	20,551.8 " "	0.028	0.03	616.55
Dowels	383.05	3,076	0.125	0.15	461.40
Tie Bars & Reinf.	832.67	16,012.85 lbs.	0.052	0.05	800.64
Mineral Aggregate in Place	680.00	170 cu. yd.	4.00	4.00	680.00
Asphalt in Place	1,032.16	25.804 Tons	40.00	40.00	1,032.16

nit, Grants Pass-Green Creek Cost Analysis

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
PA #1, Class "A" Concrete (Service Station Apron and Driveway)	$136.50	10.28 cu. yd.	$13.278	$17.00	$174.76
PA #2, Construct Concrete Sidewalk	129.59	99.65 sq. yd.	1.300	1.70	169.41
EWO #1, Wreck Service Sta.	373.31				373.31
EWO #2, Clear Land (Sta. 143+55)	28.13				28.13
EWO #3, 1½" Galv. Water Pipe	30.43				30.43
EWO #4, 1" Galv. Water Pipe	14.76				14.76
EWO #5, 1¼" Galv. " "	11.74				11.74
EWO #6, Dry Rubble Masonry	104.60				104.60
EWO #7, Move Siphon Forms	17.11				17.11
EWO #8, Clear Right of Way (R.R. Spur West)	17.79				17.79
EWO #9, 9" Corr. Iron Drain Pipe	366.73				366.73
PA #3, Cement Adjustment (In Favor of State)		414.78 bbl.		2.87	- 1,190.42
	$149,617.16				$143,817.03

Total Cost	$149,617.16
Gross Revenue	143,317.03
Net Loss	$5,800.13

Net Loss Equals 4.03% of Gross Revenue

Contract 2245

Details of Cost

Labor:

Supervision		$2,825.63	
Labor		20,567.84	
State Industrial Accident	6½% of P/R	1,520.57	
Unemployment Compensation	3% of P/R	701.80	
Old Age Benefit	1% of P/R	233.94	
			$25,849.78

Materials:

Railroad Ties	6.434	M-FBM	at	$16.00	$102.94
12" Sewer Pipe	579	lin. ft.	at	0.65	376.35
15" " "	962	" "	"	1.00	962.00
12" Concrete Pipe	2,538	" "	"	0.60	1,522.80
18" " "	906	" "	"	1.25	1,132.50
24" " "	279	" "	"	1.65	460.35
18" Corr. Iron Pipe	478	" "	"	1.06	506.68
18" " " Bands	25		"	1.60	40.00
24" " " Pipe	132	lin. ft.	"	1.68	221.76
24" " " Bands	7		"	1.96	13.72
12" Corr. Iron Siphon Pipe	1,016	lin. ft.	"	0.96	975.36
12" " " " Bands	55		"	1.18	64.90
Special Siphon Pipe	118	lin. ft.	"	1.11	130.98
" " Bands	6		"	1.18	7.08
18" Corr. Iron Siphon Pipe	312	lin. ft.	"	1.36	424.32
18" " " " Bands	16		"	1.88	30.08
105" Sectional Plate Pipe	113	lin. ft.	"	20.00	2,260.00
9" Corr. Iron Pipe	126	lin. ft.	"	0.83	104.58
9" Perf. Corr. Iron Pipe	146	lin. ft.	"	0.93	135.78
4" Steel Pipe	110½	" "	"	0.8915	98.51
6" " "	107	" "	"	1.7186	183.89
Cement	11,999½	bbl.	"	2.87	34,438.57
Concrete Aggregate	7,145½	cu. yd.	"	0.67	4,776.38
Concrete Sand	4,008	" "	"	0.96	3,861.76
Manhole Steps					2.80
Manhole Rings & Covers	4		"	20.00	80.00
Catch Basin Grates	6		"	5.00	30.00
Metal Reinforcement	2,971	lbs.	"	0.0435	129.24
Lumber & Timber	.5195	M-FBM	"	50.00	25.98
3/4" Electrical Conduit	180	lin. ft.	"	0.12	21.60
1" " "	115	" "	"	0.18	20.70
3/4" Mat'l for Cushion	1,258	cu. yd.	"	0.90	1,132.20
3/4" " " Shldrs. & Surfacing	5,021	" "	"	0.90	4,518.90
Expansion Joints	3,100	lin. ft.	"	0.1055	327.05
Contraction Joints	20,551.8	" "	"	0.0183	376.10
Dowels	3,076		"	0.1085	331.81
Dowel Sleeves	512		"	0.04	20.48
Tie Bars	16,012.85	lbs.	"	0.042	672.54
Mineral Aggregate	170	cu. yd.	"	0.90	153.00

Contract 2245

Details of Cost

Materials (Cont'd):

Asphalt	25.804 Tons at $10.70	$276.10	
1½" Galv. Water Pipe		19.00	
1" " " "		14.06	
1¼" " " "		8.14	
Backfill Gravel	21 cu. yd. at 1.75	36.75	$61,027.74

Miscellaneous:

Equipment Rental (Incl. Repairs)	$14,659.14	
Gas, Oil and Grease	6,523.00	
Move In	1,817.46	
Form Lumber	1,930.00	
Miscellaneous Expense & Small Tools	4,747.41	
Overhead Expense	1,064.86	
Home Office Expense	2,876.34	
Bond	1,438.17	35,056.38

Sub-Contracted to H. I. Hamilton (Labor & Equipment Only):

Class "A" Concrete	95.11	cu. yd. at	$13.00	$1,236.43	
Metal Reinforcement	2,971	lbs. "	0.016	47.54	
Concrete Manhole	4	"	45.00	180.00	
" Catch Basins	6	"	10.00	60.00	
" Curbs	1,891.3	lin. ft."	0.25	472.95	
Lumber & Timber	.5195	M-FBM "	40.00	20.78	
Constructing Recesses for Curb Markers		All		45.00	
3/4" Electrical Conduit	180	lin. ft. at	0.05	9.00	
1" " "	115	" " "	0.05	5.75	
3/4"-0 Mat'l in Cushion	1,258	cu. yd. "	0.40	503.20	
3/4"-0 " " Shldr. & Surf.	2,774	" " "	0.40	1,109.60	
Portland Cement Conc. Pave.	38,839.48	sq. yd. "	0.57	22,138.50	
Expansion Joints	3,100	lin. ft. "	0.02	62.00	
Contraction Joints	20,551.8	" " "	0.01	205.52	
Dowels	3,076	"	0.01	30.76	
Tie Bars & Metal Reinf.	16,012.85	lbs. "	0.01	160.13	
Concrete Sidewalks	99.65	sq. yd. "	0.57	56.80	
Moving Siphon Forms				17.11	26,361.07

Sub-Contracted to ~~United Contracting Inc.~~:
Norris Bros.:

Placing Mineral Aggregate	170	cu. yd. at	$3.10	$527.00	
Placing Asphalt	25.804	Tons "	29.30	756.06	1,283.06

Sub-Contracted to I. J. Hagen:

Placing "A" Concrete in Service Station	$39.13	39.13

Total Cost	$149,617.16

Contract 2245

Cost Analysis of Harry I. Hamilton's Sub-Contract

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Class "A" Concrete	$1,145.42	95.11 cu. yd.	$12.04	$13.00	$1,236.43
Metal Reinforcement	44.59	2,971 lbs.	0.0150	0.016	47.54
Concrete Manholes	169.09	4	42.27	45.00	180.00
" Catch Basins	82.75	6	13.79	10.00	60.00
" Curbs	513.34	1,891.8 lin. ft.	0.2714	0.25	472.95
Lumber & Timber	25.86	0.5195 M-FBM	49.78	40.00	20.78
Constructing Recesses for Curb Markers	36.12	All		45.00	45.00
3/4" Electrical Conduit	8.00	180 lin. ft.	0.0444	0.05	9.00
1" " "	6.20	115 " "	0.0539	0.05	5.75
3/4"-0 Mat'l in Cushion Course	479.05	1,258 cu. yd.	0.3808	0.40	503.20
3/4"-0 Mat'l in Surfacing and Shoulders	970.90	2,774 cu. yd.	0.3500	0.40	1,109.60
Portland Cement Concrete Pavement	20,987.74	38,839.48 sq. yd.	0.5404	0.57	22,138.50
Expansion Joints	73.81	3,100 lin. ft.	0.0238	0.02	62.00
Contraction Joints	200.62	20,551.8 lin. ft.	0.0098	0.01	205.52
Dowels	31.81	3,076	0.0103	0.01	30.76
Tie Bars	151.88	16,012.85 lbs.	0.0095	0.01	160.13
PA #2, Concrete Sidewalk	54.64	99.65 sq. yd.	0.5483	0.57	56.80
EWO #7, Move Siphon Forms	17.11				17.11
	$24,998.93				$26,361.07

Gross Revenue	$26,361.07
Total Cost	24,998.93
Net Profit	$1,362.14

Net Profit Equals 5.17% of Gross Revenue

Contract 2245

Details of Cost of Harry I. Hamilton's Sub-Contract

Labor:			
Supervision		$422.50	
Labor		13,366.81	
State Industrial Accident	6½% of P/R	896.31	
Unemployment Compensation	3% of P/R	413.68	
Old Age Benefit	1% of P/R	137.89	
			$15,237.19
Miscellaneous:			
Equipment Rental (Including Repairs)		$6,509.30	
Gas, Oil & Grease		2,645.44	
Overhead Expense		372.00	
Home Office Expense		235.00	
			9,761.74
Total Cost			$24,998.93

Contract 2245

Analysis of Paving Cost

	Cost	Quantity	Unit Cost
Fine Grade	$3,886.53	38,839.48 sq. yd.	$0.1001
Forms	3,092.70	" " "	0.0796
Batch	2,740.50	" " "	0.0706
Batch Trucks	2,319.05	" " "	0.0597
Mix	2,326.81	" " "	0.0599
Spread	1,103.34	" " "	0.0284
Finish	2,617.19	" " "	0.0674
Cure	1,075.26	" " "	0.0276
Cleanup & Tar	321.30	" " "	0.0083
Supervision & Overhead	4,001.06	" " "	0.1030
Cement - $1.2 sacks per sq. yd.	33,526.62	" " "	0.8632
Concrete Aggregate - .28 cu. yd. per sq. yd.	8,315.28	" " "	0.2141
	$65,325.64	38,839.48 sq. yd.	$1.6819

The materials and miscellaneous expenses for paving were paid for by the principal contractor, while labor, equipment and overhead expenses were furnished under sub-contract by Harry I. Hamilton. The sub-contractor moved in March 12th to do preliminary work and to construct small structures, and other work for which he had also contracted. A batching plant was set up adjacent to the material stockpiles at the Rogue River Sand & Gravel Co. about 1 mile from the center of the project. A scale was installed which had units for weighing cement, sand and three sizes of gravel. Cement, in sacks, was delivered by trucks to a loading platform where it was stored and moved as needed to the scales by hand trucks. Aggregates were loaded by a 3/8-yard shovel into two light trucks which hauled up a ramp and dumped into the batch bunkers. Batch trucks carrying 3 batches each hauled to the mixer. Six thousand feet of plain and 6,000 feet of grooved form lumber were used for forms, and a crew of nine men was employed on this work. A motor patrol blade, a 10-ton roller and 5 men prepared subgrade. Concrete mixing was done in an automatically controlled 7-sack mixer. Other equipment included a finishing machine, a Johnson bullfloat, a Jaeger high pressure pump, hand tools and cotton mats. Paving crew consisted of a skipman, mixerman, two finishing machine operators and a helper, 4 concrete spreaders, five finishers, 3 men curing and 5 miscellaneous laborers. Paving started May 29th and finished August 5th, with a month's delay including most of July when operations were held up for grading work. There were 27 working days, totaling 216 hours; 38,840 sq. yd. of Portland Cement concrete paving were laid in 146½ hours at an average rate of 265 sq. yd. per hour. This is equivalent to 219 lineal feet of 11-foot wide pavement per hour. The best day's production was 2,450 sq. yd. in an 8-hour shift. Traffic at each end of the project and the details of junction and extra width sections slowed production, but very good progress was made on the rest of the job. The month's delay on account of grading interference also increased the cost of operations.

Contract 2245

REMARKS:

This was a "Regular Federal Aid Project" and consisted of construction of 2.71 miles of highway roadbed, construction of 27,000 cu. yd. of gravel base and 5,000 cu. yd. of rock shoulders, construction of 33,800 sq. yd. of Portland Cement concrete pavement, and other incidental work. The contract was bid November 3rd, 1939 and awarded November 10th, 1939. Work was started November 13th and completed October 3rd, 1940.

Clearing and grubbing consisted of removal of small buildings, debris and fence, and falling and burning of small trees and brush and a few medium sized trees.

A portion of the trench excavation was done by a 3/8-yard shovel, and a 30 h.p. cat and dozer. Seventy-five percent of this yardage was moved from November to March during wet winter weather. Nearly all the material was clay and loam.

Excavation material was moved almost entirely by D-8 cats and 12-yard LeTourneau scrapers and a D-8 cat and dozer. This material was dirt, but half of the quantity was moved during wet winter months when the efficiency of equipment was very low. One section had to be drilled and shot. It was at a point near a detour junction, requiring carefull operations and was not done until late in the job when it interfered with other operations, particularly with paving. Much of the haul was too long for cat and scraper to do economically.

Sprinkling embankment material was done with a sprinkling truck, but the quantity was much lower than estimated due to the fact that much of the grading was done during the wet season.

Removal of old pavement was done with a 3/8-yard shovel and trucks, and this equipment was adequate for the work.

It was necessary to remove 2,005 lineal feet of railroad track, regrade the section, place a 3"-0 gravel ballast, place new cross ties and replace the rails. Most of these items cost slightly more than the price bid. The small loss on these items could have been saved if the entire job had not taken so long a time with the consequent increase of overhead expenses.

With the exception of the sectional culvert pipe, the culverts were laid at a cost very near the prices bid, there being a loss of less than $100.00 on a total pipe revenue of nearly $11,000. The 105-inch sectional pipe was bid too low. On a bid of $23.00, the pipe cost $20.00 per lineal foot and installation cost $5.36, with a net loss on the item of $266.12.

The contractor purchased a gravel site in the City of Grants Pass, a little over a mile from the west end of the job. A 3/8-yard shovel loaded the material into two pit trucks which hauled about three hundred feet and dumped through a grizzly into a bunker. About 10% of the material was oversize, and this was placed in a waste pile by the pit trucks. Seven trucks hauled 66 cu. yd. per hour from the grizzly. A motor blade and a 10-ton roller spread and compacted the material on the grade. A considerable quantity of water was placed on the gravel base by a sprinkling truck, and this operation

Remarks - Continued.

was charged against the cost of gravel base, a matter that the contractor overlooked in figuring his bid. The material for railroad ballast was handled in the same manner. All other rock material used on the job, concrete aggregate and sand and crushed material for cushion course, surfacing, soulders and mineral aggregate were purchased from the Rogue River Sand & Gravel Co., whose plant was located about 1 mile from the center of the job.

The labor and equipment on all concrete structures, electrical conduit, cushion course, 2,774 cu. yd. of the 3/4"-0 shoulder and surfacing material, and all items of paving were furnished under sub-contract by H. I. Hamilton. The cost of materials and other expenses was borne by the principal contractor.

The labor and equipment on placing mineral aggregate and asphalt were furnished under contract with Norris Bros. The cost of mineral aggregate and asphalt was paid by the principal contractor.

The contractor opened up the job by doing clearing, digging trench and laying pipe from November 13th to December 18th, when cats, dozers and scrapers were put to work on grading. For three months grading was hampered by wet grade, increasing cost on all grading items. Paving work was held up while some rock material was excavated at the east end of the job. The loss on the job was caused by the apparent necessity for doing winter work and the long time for completing the job.

E. H. Clymer
Cost Analyst

By . . M. G. Smith

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FEB 2[illegible] 1941
FOR FILING

131-J-1

February 25, 1941

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2245 for grading and paving on the West Unit, Grants Pass-Green Creek Section of the Pacific Highway, in Josephine County, has been completed by the contractor, Leonard & Slate, and that final settlement will be made by the state with said contractor on or after March 7, 1941.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $144,132.29, including final payment, of which $1,129.23 is for force account work. This contract was completed October 3, 1940, and accepted by the Commission October 18, 1940.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

DGD:mbl

NOTED
D. G. DeSart

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JAN 30 1941
FOR FILE

131-J-1

STATE HIGHWAY COMMISSION

January 15, 1941

Mr. K. D. Lytle
Highway Division Engineer
Roseburg, Oregon

Dear Sir:

I refer to your letter of January 13, concerning the Leonard & Slate claim for extra compensation for "strutting" the 105" sectional plate culvert installed on the West Unit of the Grants Pass-Green Creek Section.

As I fail to find any provision in the specifications applicable to this culvert which calls for "strutting," I am unable to understand how you have come to the conclusion that "the work was fully covered in the specifications." I wish that you would go through the specifications again and if, after you have done so, you are still of the opinion that the contractor has no claim, I would appreciate your pointing out to me the provisions of the contract, or other reasons, on which that opinion is based.

In checking over the specifications, please note that the special provisions (pages 15 to 17) applying to the culvert do not state that the culvert was to be furnished and installed in accordance with the standard specifications for "Corrugated Iron Culvert Pipe." Therefore, the provisions of that standard specification cannot be considered applicable.

Mr. Gibson's statement to the effect that I had stated to Mr. Mything that the claim would be allowed if submitted, is a little strong. I did indicate to Mything, after a somewhat superficial check of the specification, that in my opinion the contractor would be entitled to extra compensation. No statement was made, however, either to Mything or to Leonard which would bind us to payment, if we now decide that the payment is not in order.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

SHP:ER
cc to H. G. Smith

FORM E-30 REVISED 25M 5-40

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Jan. 13, 1941

✓

Subject: 17-1102

To:

S. H. Probert
Office Engineer

Dear Sir:

Mr. Leonard was in the office a few days ago, asking that he be reimbursed for strutting the 105" culvert which he put in on the West Unit, Grants Pass-Green Creek Section.

He contended the provisions of the Contract did not anticipate doing this work, and his bid was made accordingly. As an argument to that effect, he gave me a letter written by Mr. Gibson, in which it is stated that you told Mr. Mything the contractor would be reimbursed for this work. A copy of this letter is being sent, for your information.

If it is true that you told him the claim would be paid as an "extra", I will try and arrive at the cost and make up an Agreement. I would have taken the matter up with Mr. Smith, but as long as you were cited in Mr. Gibson's letter, I thought it would be better to first discuss the matter with you.

As far as I can see, the work done by the contractor was fully covered in the specifications.

Very truly yours,

K. D. Lytle

K. D. LYTLE
Division Engineer

KDL:G

enc

RECEIVED
JAN 14 194
OFFICE OF

OREGON CULVERT & PIPE CO.

Portland, Oregon December 22, 1939

Leonard and Slate
Multnomah, Oregon

Gentlemen:

Roger Mything was in town several days ago, and I told him that you had said the Resident Engineer at Grants Pass was going to make you strut the 105" MULTI PLATE pipe.

It was our understanding that this pipe did not have to be strutted. We believe the Resident Engineer insisted on strutting, because the general specifications say large diameter pipe shall be strutted, but this specification was written before MULTI PLATE pipe was being furnished.

Mr. Mything talked with Mr. Probert in the Salem office, who said that if you would submit claim for extras; that is material and labor cost of strutting, it will be settled for in Salem as an extra item.

Yours very truly

OREGON CULVERT & PIPE CO.

E. W. Gibson
Manager

COPY

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JAN 10 1941
FOR FILING

131-J-1

January 10, 1941

GREAT AMERICAN INDEMNITY COMPANY
Harvey Wells-Reed Insurance Agency,
Failing Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Leonard & Slate on Contract No. 2245, W. Unit, Grants Pass-Green Creek on the Pacific Highway, in Josephine County. This payment, in the amount of $8,600.18, will be made on or after January 20, 1941. The retained percentage is $4,350.23.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Kindly acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DS/PO

NOTED
D. G. DeSart

Form E-1—5M—5-40

✓

131-J-1

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Dec. 28, 1940, 19

Section West Unit; Grants Pass - Green Creek

Kind of work Grade & Pave

Highway Pacific

Section prefix 17 - 1108

Contractor Leonard & Slate

Contract number 2245

Date of contract Nov. 3, 1939, 19

Date of completion Oct. 31, 1940, 19

Date work started Nov. 10, 1939, 19

Estimated date of completion Oct. 3, 1940, 19

Amount of contract $ 142,810.00

Per cent of time elapsed 120 + %

Estimated cost of completed project, exclusive of engineering $ 147,980.57

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 9620, 6.7 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Estimates all completed this week.

The records will all be checked over, wrapped and shipped early next week.

NOTED
RAY WEBBER

Signed C. C. Gall,

Address Marshfield, Oregon.

NOTED
VAN SCOY

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.71	2.71		[illegible]	2.71
Miles partially completed	All	All			All
Miles completed	.	.			.
Total estimated quantities	75,553	32,560			[illegible]
Estimated quantities moved or placed to date	All	All			All
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

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Form E-1—8M—6-40

131-J-1

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Dec. 21, 1940, 19

Section West Unit; Grants Pass - Green Creek
Kind of work Grade & Pave

Highway Pacific
Section prefix 17 - 1102

Contractor Leonard & Slate
Contract number 2245

Date of contract Nov. 3, 1939, 19
Date of completion Oct. 31, 1940, 19

Date work started Nov. 10, 1939, 19
Estimated date of completion Oct. 3, 1940, 19

Amount of contract $ 142,810.00
Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 142,810.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 9,470.00, 6.6 %
Date project was completed Oct. 3, 1940, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

2 of party all week on the final records.

The estimate is being compiled and checked. Should be ready for submission by Jan 10th at the latest.

NOTED
RAY WEBB

Signed C. C. Gall,

Address Res. Engr.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.71	2.71			2.71
Miles partially completed	All	All			All
Miles completed	*	*			*
Total estimated quantities	70,500	32,000			30,000
Estimated quantities moved or placed to date	All	All			All
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	cloudy		
Tuesday	Rain		
Wednesday	cloudy		
Thursday	Rain		
Friday	*		
Saturday	Cloudy		

STATE PRINTING DEPT.

131-J-1

PORTLAND FILE COPY

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 8

IN YOUR REPLY PLEASE
REFER TO FILE No.

October 7, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAP 131-J (1), West Unit, Grants Pass - Green Creek Section, Pacific Highway, was made by a representative of this office on September 18, 1940. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Canfield
L. J. Canfield
Sr. Highway Engineer

Jor

131-J-1

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

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STATE [illegible]

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon FAP 131-J (1)
W. Unit, Grants Pass-Green Creek Sec.
Pacific Highway

July 11, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Fox

Wapper-5920

Form P. R. 2

State Oregon

Federal Aid Project No. 131-J(1)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 7th day of June, 1940 by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 9th day of May, 1939, a revised project statement, which was approved on the 29th day of June, 1939, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section J(1) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 18th day of October 1939; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of ninety-three thousand, four hundred and 00/100 dollars ($93,400.00) as the share of the United States payable under said act on account of Section J(1) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11370

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 0+00 at the south end of Section B of said project, in the NE 1/4 of Section 19, T. 36 S., R. 5 W., W.M., and survey station 143+00 in the SW 1/4 of Section 22, T. 36 S., R. 5 W., W.M.

, length 2.708 miles, in Josephine County, being Section B(1) of Oregon Federal Aid project No. 131, consisting of 2.708 miles of roadway and no bridges, [illegible] of more than 20 feet clear span.

[illegible]

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section J(1) of said project shall not in any event exceed the sum of ninety-three thousand, four hundred and 00/100 dollars ($93,400.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred fifty-five thousand, six hundred fifty-two and 47/100 dollars ($155,652.47), the approved total estimated cost of Section J(1) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 529, Laws 1939.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112.**

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of

JUN 21 1940, 19___

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By [illegible] McClung
Member, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
______
(Title of officer)

By ______
______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By W. J. O'Leary
Acting Commissioner of Public Roads.

Form PR. 9—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. 131-J(1) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $155,652.47 as the total estimated cost of said project, and the sum of $93,400.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of JUN 21 1940
one thousand nine hundred and ______

FEDERAL WORKS ADMINISTRATOR,

By W.J.O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10139

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

May 25, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office, covering Oregon FAP 131-J (1), West Unit of the Grants Pass-Green Creek Section of the Pacific Highway.

Approval is with the understanding that provision will be made for further widening or other improvement at the intersection, Station 4± to Station 16±, when traffic conditions require.

Enclosed is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By T. M. Davis
T. M. Davis
Sr. Highway Engineer

Encls.

RECEIVED
JUL 19 1940
FOR FILING

131-J-1

April 18, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

for Project No FA 131-J(1)

Dear Sir:

In accord with the request of Mr. Davis by telephone, we are enclosing herewith seven copies of the last page of the agreement estimate, which copy shows the correct total for the 22-foot roadway section.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

2,900	only	Dowels	$ .15	$ 435.00
12,050	lbs.	Tie Bars and Reinforcement	.05	602.50
35	cu. yds.	Mineral Aggregate in Place	4.00	140.00
3.5	tons	Asphalt in Place	40.00	140.00
			Subtotal	$125,329.75
			10% Engr. & Cont.	12,532.97
			Total	$137,862.72

Length	2.528 miles
Cost per mile	$ 54,534.39

SUMMARY OF FUNDS REQUESTED

	Total Cost	Federal Aid Funds	State Funds
24' Roadway	$ 17,789.75	$ 10,675.00	$ 7,114.75
22' Roadway	137,862.72	82,725.00	55,137.72
	$ 155,652.47	$ 93,400.00	$ 62,252.47

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

April 15, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the West Unit, Grants Pass-Green Creek Section, Project No. FA 131-J (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 131-J(1)

WEST UNIT, GRANTS PASS-GRAVE CREEK SECTION OF THE PACIFIC HIGHWAY IN JOSEPHINE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 5, 1940

24' Pavement (Sta. 0+00 to 9+50)

All Required		Clearing and Grubbing		$ 93.00
610	cu. yds.	Trench Excavation	$ 1.00	610.00
2,000	cu. yds.	Excavation, Single Classif.	.20	400.00
6,000	yd. sta.	Overhaul	.01	60.00
0.18	mile	Finishing Roadbed and Slopes	200.00	36.00
110	M-gals.	Sprinkling Embankment Materials	1.00	110.00
2,200	sq. yds.	Removal of Old Pavement	.30	660.00
950	lin. ft.	15" Sewer Pipe	1.50	1,425.00
120	lin. ft.	12" Concrete Pipe	1.75	210.00
140	lin. ft.	12" Corr. Iron Siphon Pipe	1.50	210.00
6	cu. yds.	Class "A" Concrete	25.00	150.00
4	only	Concrete Manholes	50.00	200.00
5	only	Concrete Catch Basins	30.00	150.00
1,100	lin. ft.	Concrete Curbs	.75	825.00
All Required		Constructing Recesses for Curb Markers (8@5)		40.00
130	lin. ft.	3/4" Electrical Conduit	.25	32.50
110	lin. ft.	1" Electrical Conduit	.40	44.00
2,300	cu. yds.	3" - 0" Gravel in Base	.60	1,380.00
130	cu. yds.	3/4" - 0" Material in Cushion Course	1.75	227.50
380	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	1.75	665.00
130	cu. yds.	Filler	.25	32.50
130	yd. mi.	Hauling Filler	.15	19.50
4,700	cu. yds.	Portland Cement Concrete Pavement	1.70	7,990.00
500	lin. ft.	Expansion Joints	.20	100.00
2,500	lin. ft.	Contraction Joints	.03	75.00
500	only	Dowels	.15	75.00
1,450	lbs.	Tie Bars and Reinforcement	.05	72.50
35	cu. yds.	Mineral Aggregate in Place	4.00	140.00
3.5	tons	Asphalt in Place	40.00	140.00
			Subtotal	$ 16,172.50
			10% Engr. & Cont.	1,617.25
			Total	$ 17,789.75

Length 0.180 mile
Cost per mile $ 98,831.94

22' Pavement (Sta. 9+50 to 143+00)

All Required		Clearing and Grubbing		$ 1,400.00
2,540	cu. yds.	Trench Excavation	$ 1.00	2,540.00
66,000	cu. yds.	Excavation, Single Classif.	.20	13,200.00
52,000	yd. sta.	Overhaul	.01	520.00
19,000	yd. mi.	Truck Haul	.10	1,900.00
2.53	miles	Finishing Roadbed and Slopes	200.00	506.00
1,290	M-gals.	Sprinkling Embankment Materials	1.00	1,290.00
600	lin. ft.	Rounding Cutbanks	.10	60.00
1,100	sq. yds.	Removal of Old Pavement	.30	330.00
1,950	lin. ft.	Track Removal	.20	390.00
600	cu. yds.	Railroad Ballast	1.00	600.00
1,100	lin. ft.	Track Replacement	.50	550.00
260	lin. ft.	12" Sewer Pipe	1.00	260.00
2,000	lin. ft.	12" Concrete Pipe	1.00	2,000.00
1,530	lin. ft.	18" Concrete Pipe	1.75	2,677.50
300	lin. ft.	24" Concrete Pipe	2.25	675.00
400	lin. ft.	18" Corr. Iron Pipe	1.50	600.00
75	lin. ft.	24" Corr. Iron Pipe	2.25	168.75
960	lin. ft.	12" Corr. Iron Siphon Pipe	1.50	1,440.00
110	lin. ft.	Siphon Pipe at Sta. 21+ 0	2.00	220.00
330	lin. ft.	18" Corr. Iron Siphon Pipe	2.00	660.00
122	lin. ft.	102" Sectional Plate Culvert Pipe	23.00	2,806.00
110	lin. ft.	4" Steel Pipe	2.00	220.00
110	lin. ft.	6" Steel Pipe	4.00	440.00
100	lin. ft.	Salvaging Culvert Pipe	1.00	100.00
300	lin. ft.	Salvaging Water Pipe	.25	75.00
100	cu. yds.	Class "A" Concrete	25.00	2,500.00
3,800	lbs.	Metal Reinforcement	.07	266.00
800	lin. ft.	Concrete Curbs	.75	600.00
1	M-FBM	Lumber and Timber	100.00	100.00
170	lin. ft.	Moving Concrete Flume	.50	85.00
All Required		Constructing Recesses for Curb Markers (20%)		10.00
70	lin. ft.	3/4" Electrical Conduit	.25	17.50
24,500	cu. yds.	3" - 0" Gravel in Base	.60	14,700.00
970	cu. yds.	3/4" - 0" Material in Cushion Course	1.75	1,697.50
4,020	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	1.75	7,035.00
1,420	cu. yds.	Filler	.25	355.00
1,420	yd. mi.	Hauling Filler	.15	213.00
35,100	sq. yds.	Portland Cement Concrete Pavement	1.70	59,670.00
2,900	lin. ft.	Expansion Joints	.20	580.00
18,500	lin. ft.	Contraction Joints	.03	555.00

2,900	only	Dowels	$ .15	$ 435.00
12,050	lbs.	Tie Bars and Reinforcement	.05	602.50
35	cu. yds.	Mineral Aggregate in Place	4.00	140.00
3.5	tons	Asphalt in Place	40.00	140.00
				125,329.75
		Subtotal		$125,242.75
		10% Engr. & Cont.		12,524.27
		Total		$137,767.02

Length 2.528 miles

Cost per mile $ 54,496.44

[illegible]

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
24' Roadway	$ 17,789.75	$ 10,852.00	$ 6,937.75
22' Roadway	137,767.02	84,038.00	53,729.02
	$ 155,556.77	$ 94,890.00	$ 60,666.77

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

Form E-30—Revised—[illegible]—8-39

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

February 19, 1940

FA 131-J-1

Subject: Damage to peach tree of Mrs. Julia Morrison by contractor

To:

Mr. H. G. Smith

Please note attached communication from Mrs. Julia Morrison in regard to damage to the peach tree on her place adjacent to our highway south of Grants Pass.

Mr. Low reported on January 7, in reference to this matter and I wrote to Mrs. Morrison on January 30.

In view of the fact that we may be faced with a claim later on, I believe your Engineer should be instructed to look at this tree before the contractor is finaled out, and if there is any danger of the tree dying, he should be charged with the damage. A tree of this kind is only worth a few dollars, but if we have a claim presented later on, we will waste three times this amount of money in correspondence.

CBMc

C. B. McCullough

2-24-40
Mr. Lytle advised
to give this his
personal attention
J

NOTED
C. B. McCullough

[illegible]
FEB 1 1940
[illegible]

Cross Referenced To
Adm
Insurance
Property Claims

1003 - L Street
Bakersfield, Calif.
Feb. 18 - 1940.

Mr. C. B. McCullough,
Asst. State Highway Eng.
Salem, Oregon.

Dear Mr. McCullough,

Thanks so much for the information about the small peach tree that had been accidentally struck.

If the fruit tree lives, + perhaps it will if it's only been scarsed, I'm willing to let the matter drop; however if it should die from being struck I'd appreciate having ~~it~~ one re-placed but hardly believe it worth while now to do anymore with this matter as you stated it's almost impossible to place any value on the damage, not knowing for certain if damage has been done.

I believe the contractor will do the right thing by me.

Not being able to be up there myself at present, I am at a loss to know what to do.

Thanking you so much for your prompt reply about this and trusting nothing more will have to be done regarding this, I will inform you if I hear the tree dies from the accident.

Thanking you again for your co-operation,

Very truly yours,
Mrs. Julia Morrison

JAN 31 19

FOR FILING [illegible]

131 - J - 1

January 30, 1940.

Mrs. Julia M. Morrison
1003 L Street
Bakersfield, California

Dear Mrs. Morrison:

Reference is made to your communication of January 10, addressed to Mr. DeSouza, Assistant Attorney for this department and pertinent to alleged damage to one of your fruit trees on your property south of Grants Pass, Oregon.

We have had an investigation made of this matter, and have received a report from our Resident Engineer who states that the tree involved was a small peach tree about two or three inches in diameter, and while it was accidentally struck by some of the contractor's equipment, it was not badly damaged, and will live although it will probably be several years before the scar completely heals over.

Our contractor is of course responsible for any damage which he does to the property of another during the course of his operations, and neither he nor this department has any desire to evade any responsibility of this character. In the present instance, however, it appears that no damage has been done except perhaps the scarring or bruising of the bark on this young tree. In view of this fact, we hardly know how to place any value on the damage, or if, in fact, any damage at all has been done.

We would be glad to be advised if you think the matter should be pursued any further.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

CBM:AP

Form E-30—Revised—[illegible]

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Ore.
Jan. 27, 1940.

Subject: Julia May Morrison Complaint
File R 7175

To: Mr. C. B. McCullough,
Asst. State Highway Engineer,
Office.

Dear Sir:

Reference is being made to Mrs. Julia May Morrison's claim that peach tree on her property was injured by the contractor in his operations on the Grants Pass-Green Creek Section of the Pacific Highway.

We are advised by Mr. Gall, resident engineer, that a small tree was hit by bull dozer; the tree being small it was not seen by the driver until it was hit, and that it was not seriously injured and will live.

A copy of Mr. Gall's report is attached hereto.

Yours very truly,

H. G. SMITH,
Construction Engineer.

By Chas E Low
Chas. E. Low,
Constr. Office Engineer.

COPY

CEL/H

Form [illegible]—Revised—[illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Grants Pass, Ore.

Jan. 25, 1940

Subject: Tree damage, Morrison property
Grants Pass-Green Creek

To: K. D. Lytle

Dear Sir:

Yes, there was a small tree damaged on Mrs. Morrison's property. It was a small 2 to 3 inch diam. peach tree. Damage was occasioned by bull dozer, the tree being small was not seen by the driver till it was hit. Tree is not badly damaged and will live though it may be several years before the scar heels over.

Mrs. Morrison does not live on the property and the accident was evidently reported to her by the party living on the place and was made to sound more severe than it is.

Very truly yours,

C.C.Gall,
Resident Engineer.

COPY

RRED TO
H G Smith
for Asst. State Highway Engineer

For investigation
& report -

STATE HIGHWAY COMMISSION

TER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 16, 1940

Subject: Julia May Morrison property
File R 7175

cCullough
tate Highway Engineer

erewith we hand you copy of letter received
ulia Morrison with reference to certain
the tree on her property south of Grants
ther with a copy of our letter of acknowledg-

This communication is written to you in duplicate in case you desire to refer one copy of the communication to some one else.

Yours very truly,

J W DeSouza
J. W. DeSOUZA
Assistant Attorney

Enclosures
JWD:AW

RECEIVED
JAN 1[illegible] 1940
OFFICE OF
CONST[illegible]

Form E-30—Revised—25M—8-39

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 16, 1940

Subject: Julia May Morrison property
File R 7175

To: Mr. C. B. McCullough
Assistant State Highway Engineer
Office

Dear Sir:

Herewith we hand you copy of letter received from Mrs. Julia Morrison with reference to certain damages to the tree on her property south of Grants Pass, together with a copy of our letter of acknowledgment.

This communication is written to you in duplicate in case you desire to refer one copy of the communication to some one else.

Yours very truly,

J W DeSouza
J. W. DeSOUZA
Assistant Attorney

Enclosures
JWD:AW

RECEIVED
JAN 17 1940
OFFICE OF
CONSTR [illegible]

MMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
HURON W. CLOUGH, CANYONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
ATTORNEY
J. W. DeSOUZA
ASSISTANT ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

January 16, 1940

R 7175

Mrs. Julia Morrison
1003 L Street
Bakersfield, California

Dear Madam:

Receipt is acknowledged of your letter of the tenth instant with reference to injuries to tree, which we assume to be outside of the right of way limits, in Tract 1, Block "A", Hotaling Tracts, on the Grants Pass-Green Creek Section of the Pacific Highway.

This project is under contract, and we assume that the damages to which you refer were done by the contractor on the project and we therefore are referring the matter to the Commission's engineers for further attention.

Yours very truly,

J. M. DEVERS

By

J. W. DeSOUZA
Assistant Attorney

JWD:AW
cc Mr. C. B. McCullough

1003 L Street
Bakersfield, Calif.
Jan. 10 - '40

Oregon State Highway Com.
Salem, Oregon.

Mr. J. W. DeSouza
Ass't. Attorney

File No. 7175

Dear Sir:

Am uncertain to whom I should write but trust you will take care of this for me & see that it reaches correct person.

Was told that when the Bull-dozer was working on the new highway at Tract 1, Block A, of the Hotaling Tracts, situated in Section 21, Township 36, Range 5 West, W. M., Josephine County, Oregon, they scraped one of my fruit trees & same may not live & wonder if it will be possible in case it does die to have Highway Commission get another one for me or how this will be taken care of?

I do not know if the tree is a cherry tree or a peach tree, however either were prized greatly, only young trees--2½ yr. old.

I feel sure you will do right by me.

Trusting to hear from you before long, I remain,

Yours Very truly,

(Sgd.) Mrs. Julia Morrison

RECEIVED
DEC 12 1939
FOR FILING

November 27, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the revised prints of sheet 3A submitted with your letter of November 10 covering Oregon Federal Aid Project 131-J (1), the West Unit of the Grants Pass-Green Creek Section of the Pacific Highway.

The revisions shown appear to be satisfactory. However, in a further review of this intersection a condition is found which we consider presents a traffic hazard and should be corrected.

The Pacific Highway carries a traffic of about 3600 cars per day and the Redwood Highway about 2000 cars. A large traffic will therefore enter the Pacific Highway at the north bound one way traffic lane near Station 9. In order to provide an acceleration lane for this traffic entering the Pacific Highway north bound, we suggest the construction of an additional lane on the north side of the Pacific Highway approximately between Stations 5 and 11. If possible, no passing for south bound traffic should be permitted between these stations.

We enclose a print of Plan Sheet 3A, which was submitted with the original plans, on which we have indicated in yellow the additional lane described above.

Very truly yours,

W. H. LYNCH
District Engineer

By

T. M. Davis
Sr. Highway Engineer

Encl.

121-J-1

December 2, 1939

LEONARD & SLATE
Multnomah, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2245 which was awarded to you on November 10, 1939, by the State Highway Commission, covering the grading and paving of the Grants Pass-Green Creek Section of the Pacific Highway, in Josephine County, West Unit.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

FA 131-J-1

December 1, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We refer to your letter of November 27, concerning the Redwood Highway-Pacific Highway junction on the Grants Pass-Green Creek Project, Project FA 131-J (1).

At the time the plans for this junction were developed, we gave consideration to the providing of an acceleration lane, such as you have suggested. Our conclusion was, however, that, inasmuch as acceleration lanes are still in an experimental stage and that, inasmuch as conditions obtaining at this particular junction do not immediately demand special treatment, it would be best to wait a year or two until we have more information on which to base a design for the additional lane or lanes.

It is our inclination to believe that more experience with acceleration lanes will indicate the advisability of using a longer lane than you have suggested and a separation of lanes which will force the traffic into the proper lane, rather than leave to the judgment of the driver the decision as to which of the two lanes he will utilize for acceleration purposes.

Sight distances at the new junction are very good, and experience with the existing two-lane junction does not indicate any immediate need of an additional lane at the new junction. We hope, therefore, that you will not insist on the additional lane at this time. We give our assurance that, if and when it becomes apparent that an additional lane is needed, we will arrange for its installation.

With reference to your suggestion in regard to the prohibiting of passing at the junction, we have to advise that, although we have not yet undertaken the marking of "no passing zones" on our highways, we are planning to do so very shortly, and will then put into effect the prohibition which you suggest.

Very truly yours,

State Highway Engineer

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

November 27, 1939

NOV 28 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the revised prints of sheet 3A submitted with your letter of November 10 covering Oregon Federal Aid Project 131-J (1), the West Unit of the Grants Pass-Green Creek Section of the Pacific Highway.

The revisions shown appear to be satisfactory. However, in a further review of this intersection a condition is found which we consider presents a traffic hazard and should be corrected.

The Pacific Highway carries a traffic of about 3600 cars per day and the Redwood Highway about 2000 cars. A large traffic will therefore enter the Pacific Highway at the north bound one way traffic lane near Station 9. In order to provide an acceleration lane for this traffic entering the Pacific Highway north bound, we suggest the construction of an additional lane on the north side of the Pacific Highway approximately between Stations 5 and 11. If possible, no passing for south bound traffic should be permitted between these stations.

We enclose a print of Plan Sheet 3A, which was submitted with the original plans, on which we have indicated in yellow the additional lane described above.

Very truly yours,

W. H. LYNCH
District Engineer

By T. M. Davis
T. M. Davis
Sr. Highway Engineer

REFERRED
By Asst. State Highway Engineer
CN 13

?

Mc

Encl.

[illegible]
Encl.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

November 18, 1939

131-J-1

RECEIVED
NOV 20 1939
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Probert's letter of November 10, requesting approval of plan sheet 3-A of the Grants Pass-Green Creek Section, Oregon Federal Aid Project 131-J (1), as a minor change.

We are today recommending approval of the changes requested in your letter and shown on the revised plan sheet.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Sr. Highway Engineer

[illegible]
Encl.

November 10, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

In order to better meet the traffic requirements at the junction of the Pacific and Redwood Highways south of Grants Pass, we desire to make some minor changes in the plan for that junction, as shown in the plans approved for the Grants Pass-Green Creek Project, FA 131-J (1). The changes are as follows:

1. The width of pavement on the lane for southbound traffic on the Redwood Highway branch is proposed to be increased from 13 feet to 20 feet.

2. The width of the existing asphaltic concrete pavement on the Redwood Highway (existing Pacific Hwy.) from the end of the new concrete pavement south to the railway crossing is proposed to be increased from 16 feet to 22 feet.

3. The north leg of the wye at Station 16 is proposed to be constructed to a 75-foot radius instead of a 15-foot radius as at first planned, and an island is proposed to be provided between the north and south legs of the wye.

The details of the proposed changes are shown on the accompanying blueprint.

We desire your approval of these changes as "minor changes" to be made during construction without a revising of the plans and estimates originally submitted.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER
Encl.

FORM 6-A-1 10M 3-38

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

FA 131-J-1

Medford, Ore.
Nov. 17, 1939

IN REPLY PLEASE REFER TO FILE NO.

Mr. H. K. Lynch,
District Engineer,
Public Roads Administration
Portland, Oregon.

Dear Sir:

Work on the West Unit, Grants Pass - Green Creek section, Pacific Highway, Josephine County, started on Nov. 13, 1939

F. A. 131-J (1) : State Contract No. 2245
Prefix 17 - 1102

Very truly yours,

C C Gall

Resident Engineer

cc R. H. Baldock
J. E. Probert
K. D. Lytle

NOTE

NOV 20 1939

RECEIVED

FA 131-J-1.

November 14, 1939

LEONARD & SLATE
Multnomah, Oregon

Gentlemen:

We are sending you today by express four copies of Contract No. 2245 which was awarded to you on November 10, 1939, by the State Highway Commission, covering the grading and paving of the West Unit, Grants Pass-Green Creek Section, of the Pacific Highway, in Josephine County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 5 (page 14) of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the mimeographed page immediately preceding the colored pages, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

November 10, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

All necessary right of way has been acquired for the West Unit, Grants Pass-Green Creek Section, Project No. FA 131-J (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

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23
FOR FILING

131-J-1

4m

November 10, 1939

Leonard and Slate
Multnomah, Oregon

Gentlemen:

Confirming my wire to you of this date the State Highway Commission awarded to you today the contract covering 2.71 miles grading and paving on the West Unit, Grants Pass-Green Creek Section of the Pacific Highway, in Josephine County. This award is based on your low bid submitted on November 3rd, 1939, in the amount of $142,816.00.

Contract forms will be sent to you in a few days for execution.

Yours very truly,

HBG:MC Secretary

get confirmed

M

CLASS OF SERVICE DESIRED			
DOMESTI		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	
SPECIAL SERVICE		SHIP RADIOGRAM	

Patrons should check class of service desired, otherwise the message will be transmitted as a telegram or ordinary cablegram.

COPY OF
WESTERN UNION TELEGRAM

SALEM, OREGON
NOV. 10, 1939

LEONARD AND SLATE
MULTNOMAH, OREGON

STATE HIGHWAY COMMISSION AWARDED TO YOU TODAY CONTRACT COVERING GRADING AND PAVING OF WEST UNIT, GRANTS PASS GREEN CREEK SECTION OF PACIFIC HIGHWAY BASED ON LOW BID SUBMITTED BY YOU NOVEMBER THREE. CONTRACT FORMS FOLLOW SHORTLY

H. B. GLAISYER, SECRETARY
STATE HIGHWAY COMMISSION

PORTLAND, OREGON

ALL RIGHT OF WAY MATTERS HAVING BEEN SETTLED WE PROPOSE TO AWARD CONTRACT FOR GRANTS PASS-GREEN CREEK PROJECT TO LEONARD & SLATE TODAY. MAY WE HAVE YOUR CONCURRENCE?

R. H. BALDOCK

Charge to the account of ______________________ $ ________

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☐	ORDINARY	☐
DAY LETTER	☒	URGENT RATE	☐
SERIAL	☐	DEFERRED	☐
NIGHT LETTER	☐	NIGHT LETTER	☐
SPECIAL SERVICE	☐	SHIP RADIOGRAM	☐

Patrons should check class of service desired, otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1217-B

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
NOVEMBER 10, 1939

W. H. LYNCH
DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
P. O. BOX 3900
PORTLAND, OREGON

ALL RIGHT OF WAY MATTERS HAVING BEEN SETTLED WE PROPOSE TO AWARD CONTRACT FOR GRANTS PASS-GREEN CREEK PROJECT TO LEONARD & SLATE TODAY. MAY WE HAVE YOUR CONCURRENCE?

R. H. BALDOCK

FA 131-J-1

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

RECEIVED
NOV 13 1939
OREGON
STATE HIGHWAY COMMISSION

November 10, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to concur in award of contract, as of this date, for Oregon Federal Aid Project No. 131-J (1), the Grants Pass-Green Creek section, west unit, of the Pacific Highway, to Leonard & Slate, Multnomah, Oregon, who submitted the low bid.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

RECEIVED
JAN 4 1940
FOR FILING

131-J-1

November 8, 1939

Leonard & Slate
Highway Contractors
Multnomah, Oregon

Gentlemen:

If the provisions stated in the enclosed letter are acceptable to you, please sign and return the original copy.

With the signed letter in our hands, we may be able to arrange for an immediate award of the contract for the grading and paving of the West Unit of the Grants Pass-Grave Creek Section.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

Encl.

Salem, Oregon
November 10, 1939

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We hereby agree that if we are awarded the contract for the grading and paving of the West Unit of the Grants Pass-Green Creek Section of the Pacific Highway, in Josephine County, our operations will be confined to these portions of the project which are between Stations 30+50 and 73+50 and between Stations 75+25 and 143+00, until such time or times (none later than April 1, 1940) as the Highway Commission may authorize us to undertake work on other portions of the project.

We agree, also, that no claim for extra compensation or allowance of any kind will be made against the Highway Commission or the State for any loss, extra expense, delay or inconvenience suffered by us by reason of the foregoing limitations.

This agreement is made with the understanding that we will be permitted to operate on the portion of the project which is between Stations 73+50 and 75+25 by not later than December 15, 1939, and on the portion between Stations 18+00 and 30+50 by not later than January 15, 1940.

Signed: Leonard & Slate

By Chas. H. Leonard

Partner

Salem, Oregon
November 8, 1939

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We hereby agree that if we are awarded the contract for the grading and paving of the West Unit of the Grants Pass-Green Creek Section of the Pacific Highway, in Josephine County, our operations will be confined to those portions of the project which are between Stations 30+50 and 73+50 and between Stations 75+25 and 143+00, until such time or times (none later than April 1, 1940) as the Highway Commission may authorize us to undertake work on other portions of the project.

We agree, also, that no claim for extra compensation or allowance of any kind will be made against the Highway Commission or the State for any loss, extra expense, delay or inconvenience suffered by us by reason of the foregoing limitations.

Signed: Leonard & Slate

By_______________

____

See revised agreement dated November 10th.

rm 44—30M—3-38

STATE OF OREGON

HIGHWAY DEPARTMENT

TABULATION SHEET

SHEET .... OF .... SHEETS

Grants Pass

File No	Sta.		Cause of Delay	Date Available
7091	5+00	Dialetti, J. A.	Moving	April 1
7203	8+50	Higgins, Jean	Cond & Moving	" 1
7204	9+00	McConnell, Helen	Pay and Sell	" 1
	Spur	Borland	Move Old Mill	Feb 1
7207	25	MacFarland, S. E.	Pay and Wreck	Jan 15
7208	29	Malling, F. N.	" " "	Jan 15
7177	75	Gordon, Minnie W	Moving	Dec 15
~~7289~~	~~130~~	~~Abbott & McConnell~~	~~Option~~	~~Dec 15~~
7246	145	Schmidt, Nellie	Moving & Contr. Work Coordinated	

STATE PRINTING DEPT.

FA 131-J-1

October 18, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Reference is made to the West Unit, Grants Pass-Green Creek Project, F. A. 131-J (1), for which we are planning to receive bids on November 3rd.

It is agreed that if this project is approved, the State will erect reflectorized grade crossing signs (cross-bucks and advance warning) and the grade crossing at Station 17+42, concurrently with performance of other work on the project.

It is also agreed that the State will bear all expense in connection with the rearranging of railway tracks that is ruled by your Department to be ineligible for federal cooperation.

Very truly yours,

R. H. Baldock
State Highway Engineer

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 18, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 131-J (1), the West Unit of the Grants Pass-Green Creek Section of the Pacific Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

It is considered that the cost of grading involved in adjusting the railroad tracks is eligible for Federal Aid, and also the ballast if it is found that there is economy in performing the work by contract, but that replacement of ties is prohibited by the regulations. We have recommended inclusion of the items of Track Removal and Replacement in view of the special circumstances obtaining on this project, but our Washington Office may raise an objection and it may become necessary to exclude them from the estimate.

It is requested that in preparing the project agreement estimate you segregate the ineligible railroad items and revise the estimate to include the portion between approximate Stations 9+50 to 14+90 with the 22-ft. pavement.

Concurrence in award will be withheld until the certificate is submitted, showing all of the right of way has been secured.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

Oregon State Highway Department Federal Aid Project No. 131-J (1)

WEST UNIT, GRANTS PASS-GREEN CREEK SECTION OF THE PACIFIC HIGHWAY IN JOSEPHINE COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 17, 1939

24' Pavement (Sta. 0+00 to 17+05)

All Required		Clearing and Grubbing	$ - -	$ 350.00
750	cu. yds.	Trench Excavation	1.00	750.00
9,000	cu. yds.	Excavation, Single Classif.	.23	2,070.00
11,000	yd. sta.	Overhaul	.01	110.00
0.32	mile	Finishing Roadbed and Slopes	300.00	96.00
200	M-gals.	Sprinkling Embankment Materials	1.25	250.00
2,200	sq. yds.	Removal of Old Pavement	.30	660.00
1,950	lin. ft.	Track Removal	.30	585.00
600	cu. yds.	Railroad Ballast	1.50	900.00
18	M-FBM	Railroad Ties	70.00	1,260.00
1,100	lin. ft.	Track Replacement	.60	660.00
860	lin. ft.	12" Sewer Pipe	1.00	860.00
950	lin. ft.	15" Sewer Pipe	1.50	1,425.00
200	lin. ft.	12" Concrete Pipe	1.00	200.00
120	lin. ft.	18" Concrete Pipe	2.00	240.00
140	lin. ft.	12" Corr. Iron Siphon Pipe	1.30	182.00
6	cu. yds.	Class "A" Concrete	22.00	132.00
4	only	Concrete Manholes	100.00	400.00
5	only	Concrete Catch Basins	30.00	150.00
1,900	lin. ft.	Concrete Curbs	.60	1,140.00
All Required		Constructing Recesses for Curb Markers	- -	50.00
200	lin. ft.	3/4" Electrical Conduit	.25	50.00
110	lin. ft.	1" Electrical Conduit	.30	33.00
4,500	cu. yds.	3" - 0" Gravel in Base	.65	2,925.00
250	cu. yds.	3/4" - 0" Material in Cushion Course	1.40	350.00
700	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	1.50	1,050.00
250	cu. yds.	Filler	.40	100.00
250	yd. mi.	Hauling Filler	.15	37.50
8,500	cu. yds.	Portland Cement Concrete Pavement	1.60	13,600.00
900	lin. ft.	Expansion Joints	.15	135.00

4,500	lin. ft.	Contraction Joints	$ .02	$ 90.00
900	only	Dowels	.15	135.00
2,600	lbs.	Tie Bars and Reinforcement	.06	156.00
50	cu. yds.	Mineral Aggregate in Place	4.00	200.00
5	tons	Asphalt in Place	40.00	200.00
		Subtotal		$ 30,931.50
		10% Engr. & Cont.		3,093.15
		Total		$ 34,024.65
		Length	0.323 mile	
		Cost per mile	$ 105,339.47	

22' Pavement (Sta. 17+05 to 143+00)

All Required		Clearing and Grubbing	$ - -	$ 2,650.00
2,400	cu. yds.	Trench Excavation	1.00	2,400.00
59,000	cu. yds.	Excavation, Single Classif.	.23	13,570.00
47,000	yd. sta.	Overhaul	.01	470.00
19,000	yd. mi.	Truck Haul	.12	2,280.00
2.39	miles	Finishing Roadbed and Slopes	300.00	717.00
1,200	Mgal.	Sprinkling Embankment Materials	1.25	1,500.00
600	lin. ft.	Rounding Cutbanks	.10	60.00
1,100	sq. yds.	Removal of Old Pavement	.30	330.00
1,800	lin. ft.	12" Concrete Pipe	1.00	1,800.00
1,530	lin. ft.	18" Concrete Pipe	2.00	3,060.00
300	lin. ft.	24" Concrete Pipe	3.00	900.00
400	lin. ft.	18" Corr. Iron Pipe	2.00	800.00
75	lin. ft.	24" Corr. Iron Pipe	3.00	225.00
960	lin. ft.	12" Corr. Iron Siphon Pipe	1.30	1,248.00
110	lin. ft.	Siphon Pipe at Station 21+80	1.50	165.00
330	lin. ft.	18" Corr. Iron Siphon Pipe	2.30	759.00
122	lin. ft.	105" Sectional Plate Culvert Pipe	25.00	3,050.00
110	lin. ft.	4" Steel Pipe	2.00	220.00
110	lin. ft.	6" Steel Pipe	3.00	330.00
100	lin. ft.	Salvaging Culvert Pipe	.60	60.00
300	lin. ft.	Salvaging Water Pipe	.30	90.00
100	cu. yds.	Class "A" Concrete	22.00	2,200.00
3,800	lbs.	Metal Reinforcement	.05	190.00
1	M-FBM	Lumber and Timber	80.00	80.00
170	lin. ft.	Moving Concrete Flume	1.00	170.00
22,300	cu. yds.	3" - 0" Gravel in Base	.65	14,495.00
850	cu. yds.	3/4" - 0" Material in Cushion Course	1.40	1,190.00
3,700	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	1.50	5,550.00
1,300	cu. yds.	Filler	.40	520.00
1,300	yd. mi.	Hauling Filler	.15	195.00

31,300	sq. yds.	Portland Cement Concrete Pavement	$1.60	$ 50,080.00
2,500	lin. ft.	Expansion Joints	.15	375.00
16,500	lin. ft.	Contraction Joints	.02	330.00
2,500	only	Dowels	.15	375.00
10,900	lbs.	Tie Bars and Reinforcement	.06	654.00
20	cu. yds.	Mineral Aggregate in Place	4.00	80.00
2	tons	Asphalt in Place	40.00	80.00
		Subtotal		$113,248.00
		10% Engr. & Cont.		11,324.80
		Total		$124,572.80

125 329.65

Length	2.385 miles
Cost per mile	$ 52,231.78

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
24' Roadway	$ 34,024.65	$20,415.00	$13,609.65
22' Roadway	124,572.80	74,745.00	49,827.80
	$158,597.45	$95,160.00	$63,437.45

[illegible]

WEST UNIT, GRANTS PASS-GREEN CREEK SECTION

PROJECT NO. FA 131-J (1)

While negotiations for right of way are in progress, some 47 parcels have not been acquired, nor has the right to occupy and use these parcels been secured, but it is now believed that all necessary right of way will be available within 14 days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

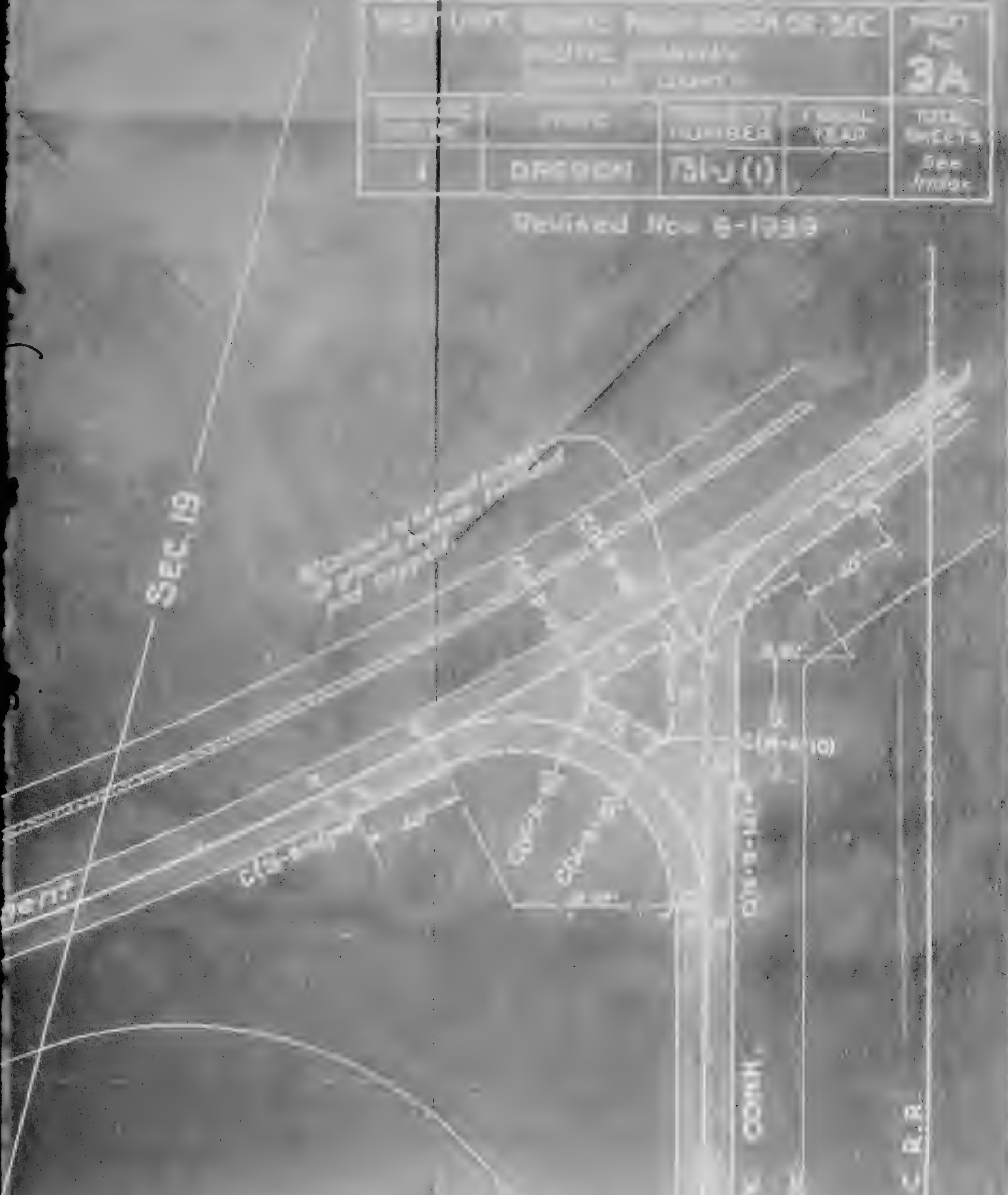
October 17, 1939

340' Spiral
SA 10°30'
R/W Line
Const. 4°

PROJECT NUMBER
(1)
Revised Nov. 6-1936
R/W Line
Cement Conc. Pav
CONN.

WEST UNIT, [illegible] HIGHWAY [illegible] OR SEC. [illegible] HIGHWAY [illegible] COUNTY				SHEET No. 3A
[illegible]	STATE	[illegible] NUMBER	FISCAL YEAR	TOTAL SHEETS
1	OREGON	131-J(1)		See Index

Revised Nov 6-1939


Sec. 19
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CONN.
O.C. R.R.
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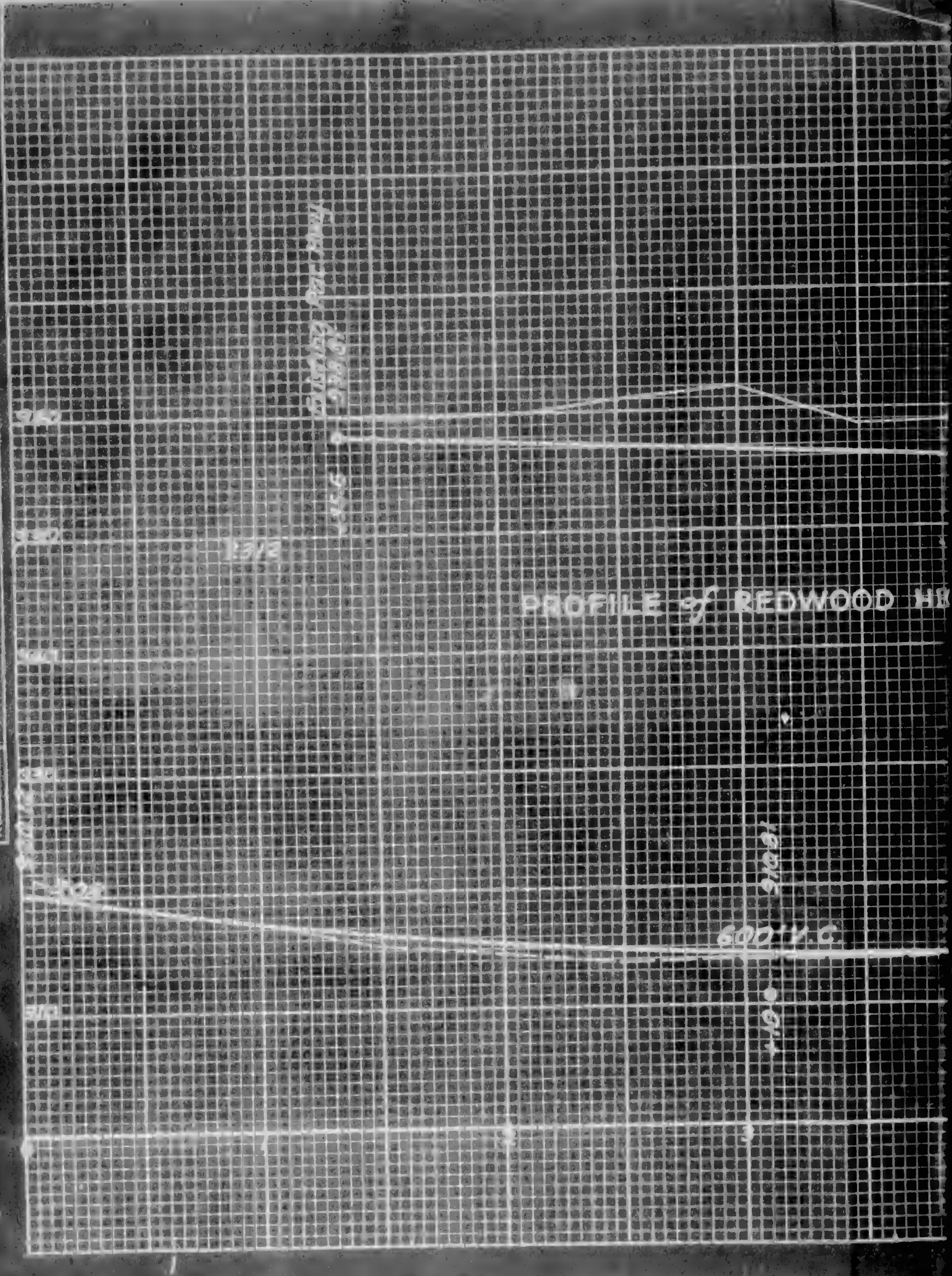
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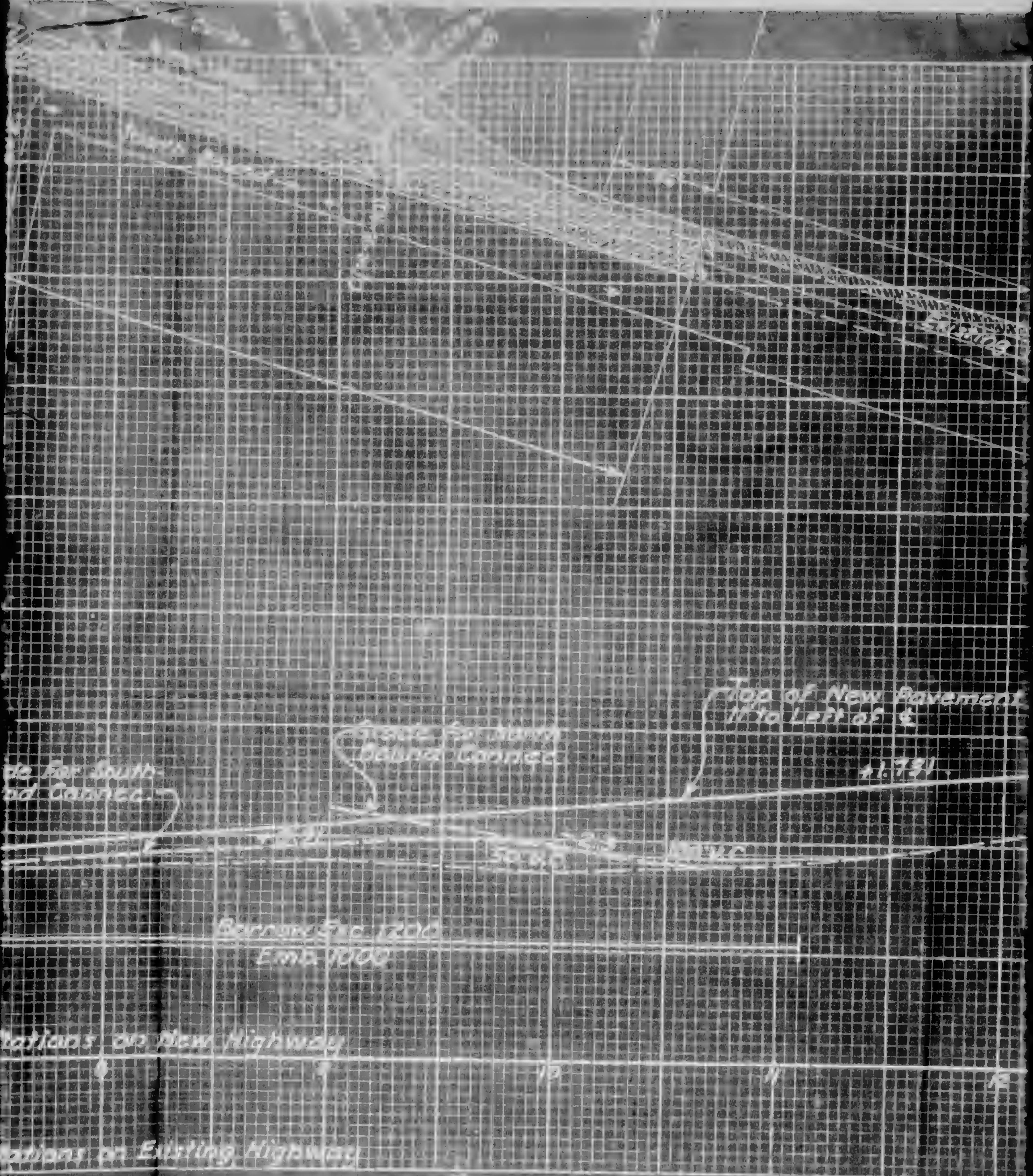
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Top of New Pavement
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Grade for North-
bound Connec.
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tations on Existing Highway
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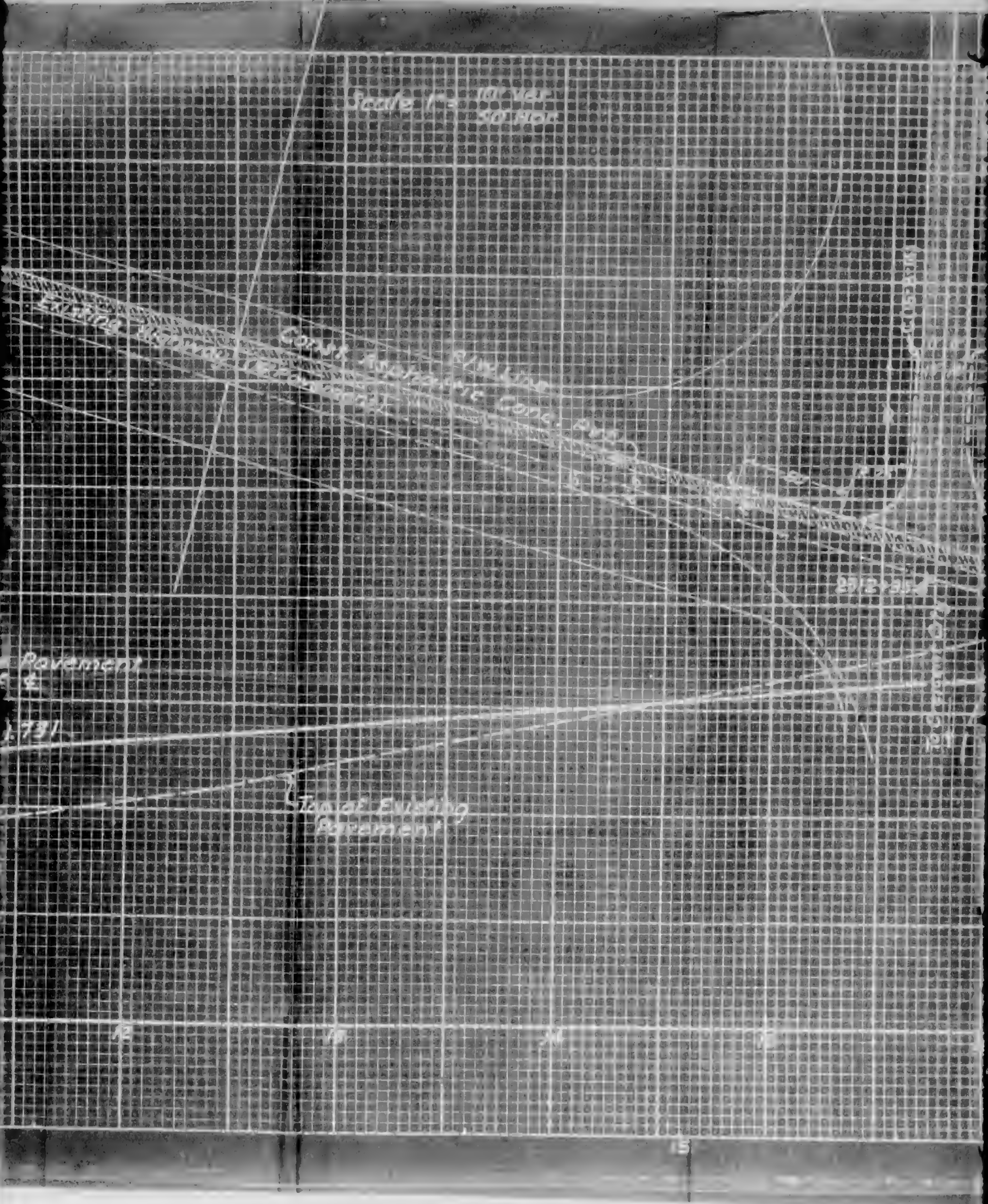
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Top of Existing Pavement
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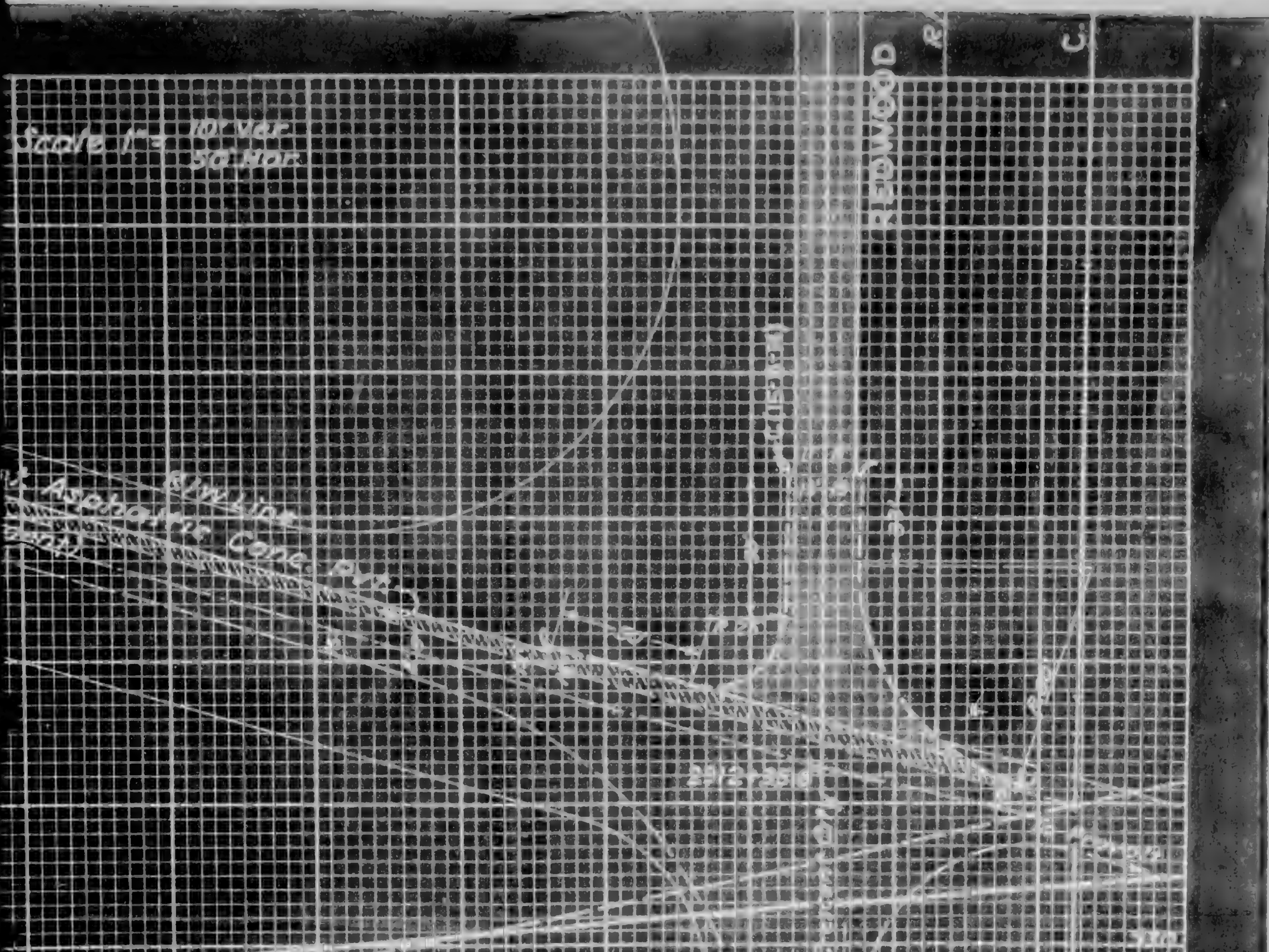
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CONTRACT# [redacted] 2246

FA 154-G-1 Muddy Cr.-Haines Sec., Old 1939
#2246 Oregon Trail (Grad., Surf. &
Oiling)

R H Baldock

RECEIVED
FEB 2

154-G-1

a

nuary 10th, 1941

Oregon Trail Highway, Muddy Creek-Haines Section
Contract 2246 Prefix 1-1118
E. C. Hall, Contractor
Dean Swift, Resident Engineer

NOTED
State Highway Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$200.00	100%			$500.00
Trench Excavation	937.40	816.02 cu. yd.	1.15	1.50	1,224.03
Excavation, Single Class	10,268.42	51,111.2 " "	0.20	0.18	9,200.02
Overhaul	349.63	34,962.7 yd. sta.	0.01	0.02	699.25
Truck Haul	2,513.65	15,710.3 yd. mi.	0.16	0.15	2,356.55
Finishing Roadbed & Slopes	669.00	4.46 Miles	150.00	200.00	892.00
Rounding Cutbanks	456.64	5,708 lin. ft.	0.08	0.10	570.80
6" Perf. Concrete Pipe	57.80	137.5 " "	0.42	0.70	96.25
12" Concrete Pipe	28.20	30 " "	0.94	1.00	30.00
18" " "	140.25	75 " "	1.87	2.00	150.00
24" " "	92.40	33 " "	2.80	3.00	99.00
30" " "	89.92	16 " "	5.62	6.00	96.00
36" " "	149.60	16 " "	9.35	10.00	160.00
12" Corr. Iron Pipe	123.20	88 " "	1.40	1.50	132.00
24" " " "	60.00	16 " "	3.75	4.00	64.00
36" " " "	157.36	28 " "	5.62	6.00	168.00
18" Concrete Siphon Pipe	378.00	135 " "	2.80	3.00	405.00
Salvaging Culvert Pipe	434.22	463 " "	0.94	1.00	463.00
Class "A" Concrete in Siphon Box	435.52	15.51 cu. yd.	28.08	30.00	465.30
Class "A" Concrete	2,606.06	111.37 " "	23.40	25.00	2,784.25
Metal Reinforcement	885.46	13,416 lbs.	0.066	0.07	939.12
Gravel or Rock Backfill in Drains	23.20	16 cu. yd.	1.45	1.00	16.00
Gravel Subbase	9,846.30	47,752 " "	0.21	0.20	9,550.40
Hauling Gravel Subbase	6,504.06	60,249.5 yd. mi.	0.11	0.10	6,024.95

Muddy Creek-Haines Cost Analysis

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
4"-2" Rock in Base	$9,040.20	7,930 cu. yd.	1.14	1.20	$9,516.00
3/4"-0" Rock in Base and Shldrs.	8,636.64	7,576 " "	1.14	1.40	10,606.40
3/4"-0" Rock in Binder Course	887.85	567 " "	1.57	1.40	793.80
Sprinkling	847.00	677.6 M-Gal.	1.25	1.50	1,016.40
Preparation of Base	463.84	4.46 Miles	104.00	100.00	446.00
Mineral Aggregate in Place	16,317.40	7,417 cu. yd.	2.20	2.50	18,542.50
RC-3 Asphalt in Binder Course	1,898.10	87.06 Tons	21.80	22.00	1,915.32
Asphalt in Place	8,892.90	407.89 Tons	21.80	22.00	8,973.58
RC-3 Asphalt in Seal Coat	1,199.53	55.02 Tons	21.80	22.00	1,210.44
3/4"-½" Cr. Rock in S.P.	1,159.60	981.6 cu. yd.	1.18	1.50	1,472.40
½"-¼" " " " "	1,063.32	900.1 " "	1.18	1.50	1,350.15
Hauling Crushed Rock	405.58	3,379.85 yd. mi.	0.12	0.10	337.99
PA #1, Concrete Siphon Pipe	208.00	16 lin. ft.		13.00	208.00
PA #2, Corr. Iron Pipe	65.00	26 " "		2.50	65.00
Screen Rejections	273.18	1,092.7 cu. yd.		0.25	273.18
	$88,764.43				$93,813.08

Gross Revenue	$93,813.08
Total Cost	88,764.43
Net Profit	$5,048.65

Net Profit Equals 5.4% of the Gross Revenue

Muddy Creek-Haines Section

Detail of Cost

Labor:

Supervision	$1,740.00	
Labor	23,757.62	
State Industrial Accident Insurance	1,236.00	
Social Security & Unemployment Insurance	1,006.61	
		$27,740.23

Materials:

6" Perf. Concrete Pipe	137.5	lin. ft.	at 0.22	$30.25	
12" Concrete Pipe	30	" "	" 0.70	21.00	
18" " "	75	" "	" 1.40	105.00	
24" " "	33	" "	" 2.25	74.25	
30" " "	16	" "	" 3.75	60.00	
36" " "	16	" "	" 5.50	88.00	
12" Corr. Iron Pipe	88	" "	" 0.75	66.00	
12" " " " Bands	2	each	" 0.87	1.74	
18" " " "	26	lin. ft.	" 1.65	42.90	
18" " " " "	2	each	" 2.41	4.82	
24" " " "	16	lin. ft.	" 1.72	27.52	
24" " " " "	1	each	" 2.13	2.13	
36" " " "	28	lin. ft.	" 3.43	107.24	
36" " " " "	1	each	" 3.44	3.44	
18" Concrete Siphon Pipe	135	lin. ft.	" 1.40	189.00	
36" " " "	16	" "	" 5.50	88.00	
Metal Reinforcement	13,416	lbs.	" 0.0437	586.28	
Cement				496.00	
					1,993.57

Equipment Rental, Supplies & Miscellaneous:

Equipment Rental and Repairs	$18,235.00	
Hired Trucks	2,700.00	
Gas, Oil and Grease	7,725.00	
Explosives	2,444.50	
Small Tools, Supplies & Misc.	3,988.70	
Freight and Cartage	800.00	
Overhead Expense	393.24	
Bond	938.13	
Home Office	938.13	
		38,162.70

Detail of Cost (Continued).

Sub-Contracts

J. C. Compton:

Placing Mineral Aggregate	7,417	cu. yd.	at	$1.08	$8,010.36	
RC-3 Asphalt in Binder Course	87.06	Tons	"	21.00	1,828.26	
Asphalt in Place	407.89	"	"	21.00	8,565.69	
RC-3 Asphalt in Seal Coat	55.02	"	"	21.00	1,155.42	
Preparation of Base	4.46	Miles	"	100.00	446.00	
3/4"-0" Rock in Binder Course	567	cu. yd.	"	0.60	340.20	
						$20,345.93

Philpott:

Class "A" Concrete in Siphon Box	15.51	cu. yd.	at	27.00	$418.77	
Class "A" Concrete	111.37	" "	"	22.50	2,505.83	
Metal Reinforcement	13,416	lbs.	"	0.063	845.21	
Culvert Pipe					1,590.30	
Deduction - Labor, Mat'ls etc.					4,838.11	
						522.00
						$88,764.43

Breakdown of Cost of Crushed Rock

	Cost	Quantity	Unit Cost
Move In and Set Up	$1,675.00	26,444.4 cu. yd.	0.063
Drill and Shoot	5,185.11	" " "	0.196
Load	2,407.40	" " "	0.091
Haul to Crusher	1,885.50	" " "	0.071
Crush	7,556.72	" " "	0.286
Overhead & Proratable Expense	2,100.00	" " "	0.080
	$20,809.73	26,444.4 cu. yd.	$0.787

Sizes and Quantities of Crushed Rock

4½" - 2" Rock in Base	7,930 cu. yd.
3/4" - 0" " " " and Shoulders	7,576 " "
3/4" - 0" " " Binder Course	567 " "
Mineral Aggregate	7,417 " "
3/4" - 1/2" Crushed Rock in Stockpile	981.6 " "
1/2" - 1/4" " " " "	900.1 " "
Screen Rejections	1,092.7 " "
Total	26,444.4 cu. yd.

Muddy Creek-Haines Section

REMARKS:

This contract consisted of the grading, surfacing and construction of bituminous wearing surface of 4.27 miles of roadway. It was bid on November 2nd, 1939; work was started March 8th and finished August 23rd.

For excavating the contractor moved in two D-8 cats and 2 - 13 cu. yd. scrapers. Good progress was made on the section north of the town of Haines, but for that lying to the south, the contractor was forced to bring in a 3/4 cu. yd. dragline, which windrowed the wet side borrow materials on the edge of the roadway, and when dried out the cats and scrapers picked up and deposited in the fills. Large amount of traffic interfered with the grading.

About one-half of the gravel subbase was moved by use of the cats and scrapers, while the remainder was loaded into trucks with a dragline shovel.

The plant set-up was commenced on July 5th, but due to failure of equipment to arrive on the site, it was July 24th before crushing was started. On August 15th, the necessary quantity had been produced. The plant operated a total of 375 hours to crush 26,444 cubic yards of rock, or an average of 70 cubic yards per hour. The plant was of a semi-portable type and consisted of three crushers (24" x 36" jaw, 28" gyratory and 40 x 20 rolls), 4 diesel motors, portable steel bunkers, portable conveyor belts and two screens. A 1½ cu. yd. shovel was used for loading in quarry. Crushed material was hauled to road in 5 - 8 cu. yd. trucks.

This contract was handled in a very efficient manner. The oiling work was sublet to J. C. Compton.

E. H. Clymer
Cost Analyst

By . . Henry Jullum

RECEIVED
JAN 15 1941
FOR FILING

154-G-1

January 15, 1941

General Petroleum Corporation
of California
815 S. W. Alder Street
Portland, Oregon.

Gentlemen:

This will acknowledge receipt of your letter of December 10 and advise that E. C. Hall Company's contract No. 2246 was completed August 25, 1940, and accepted October 11, 1940.

The warrant for final payment on this project was mailed to the contractor on December 4, 1940.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGD:RS

GENERAL PETROLEUM CORPORATION
OF CALIFORNIA
A SOCONY - VACUUM COMPANY
813 S.W. ALDER STREET
PORTLAND, OREGON

December 10, 1940

Oregon State Highway Commission
Salem,
Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

We would appreciate your advising us the status of State Highway Contract #2246, covering the E.C. Hall Company bid. We would appreciate knowing the date of acceptance of the project and when final estimates will be paid to the contractor.

Very truly yours,

DISTRICT CREDIT MANAGER

LS:CAKilgas

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OCT 16 1940
FOR FILING

134-G-1

October 15, 1940

MARYLAND CASUALTY COMPANY
Hansen & Rowland, Inc., Agents
Washington Building
Tacoma, Washington

Gentlemen:

You are hereby notified that State Highway Contract No. 2246, for grading, surfacing, and bituminous macadam surfacing, on the Muddy Creek-Haines Section of the Old Oregon Trail Highway, in Baker County, has been completed by the contractors, R. C. Hall Company, and that final settlement will be made by the state with said contractors, for work done under said contract, on or after October 24, 1940.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims, should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above-named contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractors in connection with this contract will be $93,813.08, and that no force account work was performed therein.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

NOTED
D. G. DeSart

DGD:MBL

RECEIVED
OCT 8 1940
FOR FILING

154-G-1

October 7, 1940

UNION OIL COMPANY OF CALIFORNIA
Chronicle Building
Spokane, Washington

Attention T. J. Fahey, District Credit Supervisor

Gentlemen:

Re: J. C. Compton
State Highway Contract No. 2246
Muddy Creek-Haines Section, Old Oregon Trail

In reply to your inquiry of September 24, you are advised that the above-mentioned job was completed August 23, 1940, but has not yet been accepted. It will probably come up for acceptance at the next regular meeting of the Commission, which will occur on October 10th.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

DGD:MBL

NOTED
D. G. DeSart

Union Oil Company of California

CHRONICLE BUILDING
SPOKANE, WASHINGTON

RECEIVED
25 1940
MISSION

September 24, 1940

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

Subject: State of Oregon Job #2246
J.C. Compton

I understand that this job is now completed and if that is the case, will you please tell us the date of acceptance.

I am enclosing a self-addressed envelope for your convenience, and will appreciate any information you may be in a position to give us.

Sincerely yours,

UNION OIL COMPANY OF CALIFORNIA

J Fahey

District Credit Supervisor

TJF:JB
Encl.

FORM 401 SPO 12-39 6500

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SEP 18 1940
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154-G-1

September 17, 1940

Maryland Casualty Co.
Hansen & Rowland, Inc.
Washington Bldg.
Tacoma, Washington

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to E. G. Hall Company, on contract No. 2246, covering grading and surfacing on the Muddy Creek-Haines Section of the Old Oregon Trail Highway, in Baker County. This payment will be made on or after September 27, 1940.

Kindly acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

NOTED
D. G. DeSart

154-G-1

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SEP 25 1940
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

Stencil No. 8.

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

STATE HIGH...

September 7, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon Federal Aid Project No. FAP 154-G (1), Muddy Creek - Haines Section of the Old Oregon Trail, was made by a representative of this office on August 28, 1940. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Iron

Form E-1—[illegible]

154-G-1

No. 24

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Aug. 24,1940

Section Muddy Creek - Haines

Kind of work Grad. Surf. and Oil

Highway Old Oregon Trail

Section prefix 1-1118

Contractor E.C.Hall Co.

Contract number 2246

Date of contract Nov. 30,1939

Date of completion Aug. 31,1940

Date work started Mar. 8,1940

Estimated date of completion Aug. 23,1940

Amount of contract $ 96,433

Per cent of time elapsed 98 %

Estimated cost of completed project, exclusive of engineering $ 93,000

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 5000 , 6 %

Date project was completed ...., 19....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Work finished Friday Aug. 23

NOTED
RAY WEBBER

Signed Dean Swift

Address Baker, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ...., Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

154-G-1

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AUG 13 1940
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon FAP 154-G(1)
Muddy Creek-Haines Section,
Old Oregon Trail

June 10, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Jron

Wa4pr-5164

Form P. R. 2

State Oregon

Federal Aid Project No. 154-G (1)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of May, 1940

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 13th day of February, 1939, a project statement, which was approved on the 23d day of March, 1939, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section G (1) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 14th day of October 1939; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of sixty-one thousand, six hundred and 00/100 dollars ($61,600.00) as the share of the United States payable under said act on account of Section G (1) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State Chap. 175, laws 1917; Chap. 31, laws 1929; Chap. 529, laws 1939.

(Include date and citation of act of legislature by which authorized)

(b) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 110+00 in the N.E. ¼ of Sec. 10, T. 8 S., R. 39 E., and survey station 125+50 in the N.W. ¼ of Sec. 21, T. 7 S., R. 39 E., W.M.

, length 4.460 miles, in Baker County, being Section G (1) of Oregon Federal Aid project No. 154, consisting of 4.460 miles of roadway and no bridges, ~~[illegible]~~ of more than 20 feet clear span. ~~[illegible]~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section G (1) of said project shall not in any event exceed the sum of sixty-one thousand, six hundred and 00/100 dollars ($61,600.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred two thousand, six hundred sixty-six and 30/100 dollars ($102,666.30), the approved total estimated cost of Section G (1) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to The State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)
Chap. 529, laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of MAY 21 1940, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
______
(Title of officer)

By ______
______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By ______
Acting Commissioner of Public Roads.

Form PR. 8—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency ~~as~~ Federal Aid Project No. 154-C(1) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 102,666.30 as the total estimated cost of said project, and the sum of $ 61,600.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of MAY 21 1940 one thousand nine hundred and ______

FEDERAL WORKS ADMINISTRATOR,

By W J O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10120

Form E-1—6M—9-39

154-G-1

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 8,1940, 19

Section Muddy Creek - Haines

Kind of work Grading, Surf. and Oil

Highway Old Oregon Trail

Section prefix 1-1118

Contractor E.C.Hall Co.

Contract number 2246

Date of contract Nov.30,1939, 19

Date of completion Aug.31,1940, 19

Date work started Mar.8,1940, 19

Estimated date of completion ", 19

Amount of contract . . . . . . $ 96,433

Per cent of time elapsed 70 %

Estimated cost of completed project, exclusive of engineering . . . . $ 96,433

Per cent of contract completed, based on total contract price . . . . %

Engineering cost to date, $ 3000, %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Have alternated grading, finishing, and gravel topping this week. To date the grading is completed, two miles of finishing remains to be done, and the gravel topping is in place from station 5 south to station 125 North. The Carryalls are being moved to another job today and the remainder of the gravel will be placed with shovel and trucks, as soon as the rest of the shovel arrives and is assembled. The gravel from pit station 35 is very wet and has to be placed on one side and allowed to dry for two days before it will carry traffic. Two additional Material Inspectors, Person and Naillon, arrived to work on this project the first of the week.

NOTED
RAY WEBBER

Signed Dean Swift.

Address Baker, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.48	4.48			
Miles partially completed	2.0	2.15			
Miles completed	2.48				
Total estimated quantities	59,000	47,000			
Estimated quantities moved or placed to date	59,000	21,000			
Average daily quantities		1,500			
Average daily quantities necessary to complete project on time		1,000			
Number shifts per day		3			
Hours per shift		7			
Average force on project for week		32			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders 1, Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers 1, Sheet-foot rollers ...., Scrapers 3, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	Rain		
Saturday	Fair		

STATE PRINTING DEPT.

(Stencil #28)

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SEP 1 1940
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154-G-1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

APR 13
[illegible] COMMISSION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE REFER TO

FILE No. Oregon FAP 154-G (1)
Muddy Creek-Haines Section
Old Oregon Trail

April 12, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed also is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

RECEIVED
JUL 22 1940
FOR FILING

154-G-1

February 3, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Muddy Creek-Haines Section, Project No. FA 154-G (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 154-B (1)

MUDDY CREEK-HAINES SECTION

OF THE OLD OREGON TRAIL IN BAKER COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 3, 1940

Work Within City of Haines (Sta. 15+57 to 0+00 - 0+00 to [illegible])

All Required		Clearing and Grubbing	$ - -	$ 42.00
100	cu. yds.	Trench Excavation	1.50	150.00
2,000	cu. yds.	Excavation, Single Classif.	.18	360.00
4,000	yd. sta.	Overhaul	.02	80.00
200	yd. mi.	Truck Haul	.15	30.00
0.38	mile	Finishing Roadbed and Slopes	200.00	76.00
48	cu. yds.	Class "A" Concrete	25.00	1,200.00
6,300	lbs.	Metal Reinforcement	.07	441.00
4,500	cu. yds.	Gravel Subbase	.20	900.00
4,500	yd. mi.	Hauling Gravel Subbase	.10	450.00
750	cu. yds.	4" - 2" Rock in Base	1.20	900.00
600	cu. yds.	3/4" - 0" Rock in Base and Shoulders	1.40	840.00
50	cu. yds.	3/4" - 0" Rock in Binder Course	1.40	70.00
80	cu. yds.	Filler	.30	24.00
80	yd. mi.	Hauling Filler	.20	16.00
70	M-gal.	Sprinkling	1.50	105.00
0.38	mile	Preparation of Base	100.00	38.00
600	cu. yds.	Mineral Aggregate in Place	2.50	1,500.00
8	tons	RC-3 Asphalt in Binder Course	22.00	176.00
38	tons	Asphalt in Place	22.00	836.00
6	tons	Emulsified or RC-3 Asphalt in Seal Coat	22.00	132.00
		Subtotal		$ 8,366.00
		10% Engr. & Cont.		836.60
		Total		$ 9,202.60

Length of Roadway 0.375 mile

Cost per mile $ 24,540.26

Work Outside of City (Sta. 118+00 to 15+97)
(Sta. 4+25 to 125+00)

All Required		Clearing and Grubbing	$ - -	$ 458.00
750	cu. yds.	Trench Excavation	1.50	1,125.00
68,000	cu. yds.	Excavation, Single Classif.	.15	10,200.00
21,000	yd. sta.	Overhaul	.02	420.00
20,800	yd. mi.	Truck Haul	.15	3,120.00
4.08	miles	Finishing Roadbed and Slopes	200.00	816.00
13,000	lin. ft.	Rounding Cutbanks	.10	1,300.00
250	lin. ft.	6" Perforated Concrete Pipe	.70	175.00
110	lin. ft.	12" Concrete Pipe	1.00	110.00
40	lin. ft.	18" Concrete Pipe	2.00	80.00
40	lin. ft.	24" Concrete Pipe	3.00	120.00
20	lin. ft.	30" Concrete Pipe	6.00	120.00
15	lin. ft.	36" Concrete Pipe	10.00	150.00
20	lin. ft.	12" Corr. Iron Pipe	1.50	30.00
30	lin. ft.	24" Corr. Iron Pipe	4.00	120.00
35	lin. ft.	36" Corr. Iron Pipe	6.00	210.00
64	lin. ft.	18" Concrete Siphon Pipe	3.00	192.00
270	lin. ft.	Salvaging Culvert Pipe	1.00	270.00
6	cu. yds.	Class "A" Concrete in Siphon Boxes	30.00	180.00
66	cu. yds.	Class "A" Concrete	25.00	1,650.00
7,200	lbs.	Metal Reinforcement	.07	504.00
30	cu. yds.	Gravel or Rock Backfill in Drains	1.00	30.00
47,500	cu. yds.	Gravel Subbase	.20	9,500.00
59,500	yd. mi.	Hauling Gravel Subbase	.10	5,950.00
7,750	cu. yds.	4" - 2" Rock in Base	1.20	9,300.00
6,200	cu. yds.	3/4" - 0" Rock in Base and Shoulders	1.40	8,680.00
550	cu. yds.	3/4" - 0" Rock in Binder Course	1.40	770.00
920	cu. yds.	Filler	.30	276.00
920	yd. mi.	Hauling Filler	.20	184.00
730	M-gal.	Sprinkling	1.50	1,095.00
4.08	miles	Preparation of Base	100.00	408.00
6,200	cu. yds.	Mineral Aggregate in Place	2.50	15,500.00
86	tons	RC-3 Asphalt in Binder Course	22.00	1,892.00
402	tons	Asphalt in Place	22.00	8,844.00
54	tons	Emulsified or RC-3 Asphalt in Seal Coat	22.00	1,188.00
		Subtotal		$ 84,967.00
		10% Engr. & Cont.		8,496.70
		Total		$ 93,463.70

Length of Roadway 4.085 miles
Cost per mile $ 22,879.73

SUMMARY OF FUNDS EXPENDED

Item	Total Cost	Federal Aid Funds	State Funds
Inside City	$ 9,202.60	$ 5,522.00	$ 3,680.60
Outside City	93,463.70	56,078.00	37,385.70
	$ 102,666.30	$ 61,600.00	$ 41,066.30

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department Federal Aid Project No. 154-B (1)

MUDDY CREEK-HAINES SECTION
OF THE OLD OREGON TRAIL IN BAKER COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, January 3, 1940

Work Within City of Haines (Sta. 15+57 to 0+00 - 0+00 to 4+??)

All Required		Clearing and Grubbing	$ - -	$ 42.00
100	cu. yds.	Trench Excavation	1.50	150.00
2,000	cu. yds.	Excavation, Single Classif.	.18	360.00
4,000	yd. sta.	Overhaul	.02	80.00
200	yd. mi.	Truck Haul	.15	30.00
0.38	mile	Finishing Roadbed and Slopes	200.00	76.00
48	cu. yds.	Class "A" Concrete	25.00	1,200.00
6,300	lbs.	Metal Reinforcement	.07	441.00
4,500	cu. yds.	Gravel Subbase	.20	900.00
4,500	yd. mi.	Hauling Gravel Subbase	.10	450.00
750	cu. yds.	4" - 2" Rock in Base	1.20	900.00
600	cu. yds.	3/4" - 0" Rock in Base and Shoulders	1.40	840.00
50	cu. yds.	3/4" - 0" Rock in Binder Course	1.40	70.00
80	cu. yds.	Filler	.30	24.00
80	yd. mi.	Hauling Filler	.20	16.00
70	M-gal.	Sprinkling	1.50	105.00
0.38	mile	Preparation of Base	100.00	38.00
600	cu. yds.	Mineral Aggregate in Place	2.50	1,500.00
8	tons	RC-3 Asphalt in Binder Course	22.00	176.00
38	tons	Asphalt in Place	22.00	836.00
6	tons	Emulsified or RC-3 Asphalt in Seal Coat	22.00	132.00
			Subtotal	$ 8,366.00
			10% Engr. & Cont.	836.60
			Total	$ 9,202.60

Length of Roadway 0.375 mile
Cost per mile $ 24,540.26

Road Outside of City (Sta. 110+00 to 15+97)
(Sta. A+25 to 125+00)

All Required		Clearing and Grubbing	$ - -	$ 458.00
350	cu. yds.	Trench Excavation	1.50	525.00
60,000	cu. yds.	Excavation, Single Classif.	.18	10,800.00
21,000	yd. sta.	Overhaul	.02	420.00
20,800	yd. mi.	Truck Haul	.15	3,120.00
4.08	miles	Finishing Roadbed and Slopes	200.00	816.00
13,000	lin. ft.	Rounding Cutbanks	.10	1,300.00
250	lin. ft.	6" Perforated Concrete Pipe	.70	175.00
110	lin. ft.	12" Concrete Pipe	1.00	110.00
40	lin. ft.	18" Concrete Pipe	2.00	80.00
40	lin. ft.	24" Concrete Pipe	3.00	120.00
20	lin. ft.	30" Concrete Pipe	6.00	120.00
15	lin. ft.	36" Concrete Pipe	10.00	150.00
20	lin. ft.	12" Corr. Iron Pipe	1.50	30.00
30	lin. ft.	24" Corr. Iron Pipe	4.00	120.00
35	lin. ft.	36" Corr. Iron Pipe	6.00	210.00
64	lin. ft.	18" Concrete Siphon Pipe	3.00	192.00
270	lin. ft.	Salvaging Culvert Pipe	1.00	270.00
6	cu. yds.	Class "A" Concrete in Siphon Boxes	30.00	180.00
66	cu. yds.	Class "A" Concrete	25.00	1,650.00
7,200	lbs.	Metal Reinforcement	.07	504.00
30	cu. yds.	Gravel or Rock Backfill in Drains	1.00	30.00
47,500	cu. yds.	Gravel Subbase	.20	9,500.00
59,500	yd. mi.	Hauling Gravel Subbase	.10	5,950.00
7,750	cu. yds.	4" - 2" Rock in Base	1.20	9,300.00
6,200	cu. yds.	3/4" - 0" Rock in Base and Shoulders	1.40	8,680.00
550	cu. yds.	3/4" - 0" Rock in Binder Course	1.40	770.00
920	cu. yds.	Filler	.30	276.00
920	yd. mi.	Hauling Filler	.20	184.00
730	M-gal.	Sprinkling	1.50	1,095.00
4.08	miles	Preparation of Base	100.00	408.00
6,200	cu. yds.	Mineral Aggregate in Place	2.50	15,500.00
86	tons	RC-3 Asphalt in Binder Course	22.00	1,892.00
402	tons	Asphalt in Place	22.00	8,844.00
54	tons	Emulsified or RC-3 Asphalt in Seal Coat	22.00	1,188.00
			Subtotal	$ 84,967.00
			10% Engr. & Cont.	8,496.70
			Total	$ 93.463.70

Length of Roadway 4.085 miles
Cost per mile $ 22,879.73

SUMMARY OF FUNDS REQUIRED

Item	Total Cost	Federal Aid Funds	State Funds
Inside City	$ 9,202.60	$ 5,522.00	$ 3,680.60
Outside City	93,463.70	56,078.00	37,385.70
	$ 102,666.30	$ 61,600.00	$ 41,066.30

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 559, laws 1939
State Funds for Maintenance: Chap. 559, laws 1939

SUMMARY OF FUNDS REQUIRED

Item	Total Cost	Federal Aid Funds	State Funds
Inside City	$ 9,202.60	$ 5,522.00	$ 3,680.60
Outside City	93,463.90	56,078.00	37,385.90
	$ 102,666.50	$ 61,600.00	$ 41,066.50

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

November 30, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

All necessary right of way has been acquired for the Muddy Creek-Haines Section, Project No. FA 154-F (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

RECEIVED
DEC 16 1939
FOR FILING

154-G-1

December 15, 1939

E. C. HALL COMPANY
1160 Grant Street
Eugene, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2246 which was awarded to you by the State Highway Commission on November 30, 1939, covering the grading, surfacing, and application of bituminous macadam on the Muddy Creek-Haines Section of the Old Oregon Trail Highway, in Baker County.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

154-G-1

December 2, 1939

E. C. HALL COMPANY
1160 Grant Street
Eugene, Oregon

Gentlemen:

We are sending you today by express four copies of Contract No 2246 which was awarded to you by the State Highway Commission on November 30, 1939, covering the construction of the Muddy Creek-Haines Section of the Old Oregon Trail Highway, in Baker County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 5 (page 14) of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the mimeographed page immediately preceding the colored pages, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

RECEIVED
[illegible]
FOR FILING

154-G-1

3h

November 30, 1939

E. C. Hall Company,
1160 Grant Street
Eugene, Oregon

Gentlemen:

Confirming my wire to you of this date, the State Highway Commission awarded to you today the contract covering 4.46 miles grading, surfacing, and oiling on the Muddy Creek-Haines Section of the Old Oregon Trail, in Baker County. This award was based on the low bid submitted by you on November 2, 1939, in the amount of $96,433.00.

Contract forms will be sent to you in a few days for execution.

Yours very truly,

HBG:MC

Secretary

encl.

Bid confirmed.

M

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	
SPECIAL SERVICE		SHIP RADIOGRAM	

Patrons should check class of service desired, otherwise the message will be transmitted as a telegram or ordinary cablegram.

COPY OF WESTERN UNION TELEGRAM

SALEM, OREGON
NOVEMBER 30, 1939

E. C. HALL COMPANY
1160 GRANT STREET
EUGENE, OREGON

THE STATE HIGHWAY COMMISSION AWARDED TO YOU TODAY CONTRACT COVERING MUDDY CREEK HAINES SECTION OF OLD OREGON TRAIL BASED ON LOW BID SUBMITTED BY YOU ON NOVEMBER SECOND. CONTRACT FORMS FOLLOW SHORTLY

H. B. GLAISYER, SECRETARY
STATE HIGHWAY COMMISSION

file

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

154-G-1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
DEC 1 - 1939
STATE HIGHWAY COMMISSION

November 30, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Probert's letter of November 29, requesting concurrence in award of contract for Oregon Federal Aid Project No. 154-G (1), Muddy Creek-Haines Section of the Old Oregon Trail.

All rights of way having been acquired for this project, we hereby concur, as of this date, in award of contract to E. C. Hall Company, of Eugene, Oregon, who submitted the low bid at the bid opening on November 2, 1939.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

RECEIVED
JAN 4 1940
FOR FILING

FA 154-G-1

November 29, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

As the acquiring of rights of way is now completed, we desire to proceed with the awarding of the contract for the grading, surfacing and oiling of the Muddy Creek-Haines Section of the Old Oregon Trail, Project FA 154-G (1).

May we have your concurrence in the award of this contract to the E. C. Hall Company of Eugene, on the basis of the bid submitted on November 2nd? It is desired to make the award on November 30th.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:GS

cc Mr. H. C. Smith
Mr. W. C. Williams

FORM 5-A-1 [illegible] 6-38

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
HURON W. CLOUGH, CANYONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

C. B. McCULLOUGH
ASSISTANT HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

FA 154-G-1

November 21, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Attention: Mr. T. M. Davis

Dear Sir:

I am enclosing herewith three copies of resolution relative to encroachments and traffic for Project FA 154-G (1), for that part of the Old Oregon Trail within the city limits of Haines.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Asst. Office Engineer

OC:ME

Encl.

Jw

RECEIVED
JAN 4 1940
FOR FILING

FA 154-G-1

November 14, 1939

Mr. E. C. Hall
1160 Grant Street
Eugene, Oregon

Dear Sir:

With reference to the Muddy Creek-Haines Project, we are sorry to have to advise that the Public Roads Administration refuses to consent to the award of contract until the Railway Company approves the encroachment on its property.

We are in hopes that the Railway Company's approval may be received within a very few days, but we cannot be sure that it will.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

November 1, 1939

Mr. W. E. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

All necessary right of way has been acquired on the Muddy Creek-Haines Section, Project No. FA 154-C (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

E. H. Probert
Office Engineer

Dict. by F. W. Nash/MK

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 14, 1939

OCT 16

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 154-G (1), the Muddy Creek-Haines Section of the Old Oregon Trail, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

Concurrence in award of contract will be withheld until the right to occupy and use the right of way has been secured.

It is requested that in submitting plans for approval the slope from the shoulder of the surfacing to the ditch line be shown. In connection with the concrete pipe siphon at Station 121+37, we presume that the type specified is adapted to the location and it will be unnecessary to substitute metal pipe under construction.

We note that your letter of October 10 and the right of way certificates attached thereto both refer to this project as FAP 154-F (1). We are taking the liberty of correcting this to FAP 154-G (1).

Copies of resolution by the town of Haines should be forwarded with the agreement estimate.

Very truly yours,

W. H. LYNCH
District Engineer

By FE Andrews
F. E. Andrews
Sr. Highway Engineer

Salem, Oregon
October 10, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

FA 154-G(1)

Dear Sir:

Herewith are enclosed seven copies of estimate and three copies of right of way statement for the Muddy Creek-Haines Section, Project No. FA 154-F (1).

Likewise are enclosed three copies of laboratory reports covering tests of rock taken from pits located near mile points 324.65, 325.58 and 326.26.

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Your attention is called to the condition that pedestrian paths now exist in the town of Haines, and no new footpaths are required. Also, along the highway adjacent to the town, houses are very infrequent, and construction of footpaths along these sections would have little or no value. Accordingly, no footpath construction has been included in the project.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department Federal Aid Project No. 154-C (1)

MUDDY CREEK-HAINES SECTION

OF THE OLD OREGON TRAIL IN BAKER COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 10, 1939

Work Within City of Haines (Sta. 15+57 to 0+00 = 0+00 to 4+25)

All Required		Clearing and Grubbing	$ - -	$	50.00
100	cu. yds.	Trench Excavation	1.00		100.00
2,000	cu. yds.	Excavation, Single Classif.	.18		360.00
4,000	yd. sta.	Overhaul	.01		40.00
200	yd. mi.	Truck Haul	.12		24.00
0.38	mile	Finishing Roadbed and Slopes	250.00		95.00
48	cu. yds.	Class "A" Concrete	25.00		1,200.00
6,300	lbs.	Metal Reinforcement	.08		504.00
4,500	cu. yds.	Gravel Sub-base	.25		1,125.00
4,500	yd. mi.	Hauling Gravel Sub-base	.10		450.00
750	cu. yds.	4" - 2" Rock in Base	1.80		1,350.00
600	cu. yds.	3/4" - 0" Rock in Base and Shoulders	1.80		1,080.00
50	cu. yds.	3/4" - 0" Rock in Binder Course	2.00		100.00
80	cu. yds.	Filler	.40		32.00
80	yd. mi.	Hauling Filler	.15		12.00
70	M-gal.	Sprinkling	2.00		140.00
0.38	mile	Preparation of Base	100.00		38.00
600	cu. yds.	Mineral Aggregate in Place	2.75		1,650.00
8	tons	RC-3 Asphalt in Binder Course	26.00		208.00
38	tons	Asphalt in Place	26.00		988.00
6	tons	Emulsified or RC-3 Asphalt in Seal Coat	26.00		156.00
			Subtotal	$	9,702.00
			10% Engr. & Cont.		970.20
			Total	$	10,672.20

Length of Roadway 0.375 mile
Cost per mile $ 28,459.20

Work Outside of City (Sta. 110+00 to 15+57)
(Sta. 4+26 to 125+00)

All Required		Clearing and Grubbing	$ - -	$ 450.00
350	cu. yds.	Trench Excavation	1.00	350.00
60,000	cu. yds.	Excavation, Single Classif.	.18	10,800.00
21,000	yd. sta.	Overhaul	.01	210.00
20,800	yd. mi.	Truck Haul	.12	2,496.00
4.08	miles	Finishing Roadbed and Slopes	250.00	1,020.00
13,000	lin. ft.	Rounding Cutbanks	.08	1,040.00
250	lin. ft.	6" Perforated Concrete Pipe	.40	100.00
110	lin. ft.	12" Concrete Pipe	1.00	110.00
40	lin. ft.	18" Concrete Pipe	2.00	80.00
40	lin. ft.	24" Concrete Pipe	3.00	120.00
20	lin. ft.	30" Concrete Pipe	4.00	80.00
15	lin. ft.	36" Concrete Pipe	5.00	75.00
20	lin. ft.	12" Corr. Iron Pipe	1.00	20.00
30	lin. ft.	24" Corr. Iron Pipe	3.00	90.00
35	lin. ft.	36" Corr. Iron Pipe	5.00	175.00
64	lin. ft.	18" Concrete Siphon Pipe	2.25	144.00
270	lin. ft.	Salvaging Culvert Pipe	1.00	270.00
6	cu. yds.	Class "A" Concrete in Siphon Boxes	30.00	180.00
66	cu. yds.	Class "A" Concrete	25.00	1,650.00
7,200	lbs.	Metal Reinforcement	.08	576.00
30	cu. yds.	Gravel or Rock Backfill in Drains	1.50	45.00
47,500	cu. yds.	Gravel Sub-base	.25	11,875.00
59,500	yd. mi.	Hauling Gravel Sub-base	.10	5,950.00
7,750	cu. yds.	4" - 2" Rock in Base	1.80	13,950.00
6,200	cu. yds.	3/4" - 0" Rock in Base and Shoulders	1.80	11,160.00
550	cu. yds.	3/4" - 0" Rock in Binder Course	2.00	1,100.00
920	cu. yds.	Filler	.40	368.00
920	yd. mi.	Hauling Filler	.15	138.00
730	M-gal.	Sprinkling	2.00	1,460.00
4.08	miles	Preparation of Base	100.00	408.00
6,200	cu. yds.	Mineral Aggregate in Place	2.75	17,050.00
86	tons	RC-3 Asphalt in Binder Course	26.00	2,236.00
402	tons	Asphalt in Place	26.00	10,452.00
54	tons	Emulsified or RC-3 Asphalt in Seal Coat	26.00	1,404.00
			Subtotal	$ 97,632.00
			10% Engr. & Cont.	9,763.20
			Total	$ 107,395.20

Length of Roadway 4.085 miles
Cost per mile $ 26,290.13

135
.10
8
108 09.

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Inside City	$ 10,672.20	$ 6,403.00	$ 4,269.20
Outside City	107,395.20	64,437.00	42,958.20
	$ 118,067.40	$ 70,840.00	$ 47,227.40

[illegible] negotiations for right of way are in progress, [illegible] not been acquired but [illegible] the right to occupy [illegible], but it is now believed that the [illegible] can be made fully [illegible] within 30 days.

[illegible]
[illegible] Engineer

By

[illegible]
[illegible]

[illegible]

MUDDY CREEK-HAINES SECTION

PROJECT NO. FA 154~~-E (1)~~ G(1)

While negotiations for right of way are in progress, two parcels have not been acquired nor has the right to occupy these parcels been secured, but it is now believed that the right of way can be made fully available within 20 days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

October 10, 1939

CONTRACT #2247

1-1006 Black Bridge-Richland Sec.
Baker-Homestead Highway 1939

2247

6.

Paldock

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1-1006

April 21st, 1941

NOTED
State Highway Engineer

COST ANALYSIS - FINAL REPORT

Baker-Homestead Highway, Black Bridge-Richland Section
Contract 2247 Prefix 1-1106
Morrison-Knudsen Co., Contractors
Dean Swift, Resident Engineer

Item	Cost	Quantity		Unit Cost	Unit Bid	Gross Revenue
Pit-run Gravel Subbase	$4,974.03	17,883	cu. yd.	$0.28	$0.225	$4,023.68
Hauling " "	4,884.68	27,788.25	yd. mi.	0.176	0.10	2,778.83
Crushed " Base	7,687.35	4,485.5	cu. yd.	1.71	1.00	4,485.50
Filler	102.90	343	" "	0.30	0.20	68.60
Hauling Filler	138.71	924.75	yd. mi.	0.15	0.15	138.71
Sprinkling	603.75	555.6	M-Gal.	1.09	1.40	777.84
Preparation of Base	517.10	7.01	Miles	73.75	100.00	701.00
Min. Agg. In Place	4,131.25	1,213	cu. yd.	3.40	2.40	2,911.20
RC-3 Asphalt in Binder Course	3,134.66	115.67	Tons	27.10	29.00	3,354.43
SC-6 Road Oil in Place	2,718.94	100.33	"	27.10	29.00	2,909.57
3/4"-½" Cr. Rock Gravel in S.P.	1,706.55	917.5	cu. yd.	1.86	1.40	1,284.50
½"-¼" " " " "	1,463.82	787	" "	1.86	1.40	1,101.80
¼"-10 Mesh " " "	744.00	400	" "	1.86	1.40	560.00
Hauling Gravel, Pile Meas.	495.60	3,416.72	yd. mi.	0.15	0.10	341.67
Clearing & Grubbing S.P. Sites	40.00	100%			100.00	100.00
Leveling S.P. Sites	40.00	100%			150.00	150.00
Woven Wire Fence	252.50	109.94	Rods	2.30	1.50	164.91
" " Gates	36.00	2	Each	18.00	15.00	30.00
Screen Rejections	87.73	350.9	cu. yd.		0.25	87.73
	$33,759.57					$25,969.97

Total Cost	$33,759.57
Gross Revenue	25,969.97
Net Loss	$7,789.60

Net Loss Equals 30% of Gross Revenue

a

Black Bridge-Richland Section

Detail of Cost

Labor:		
Supervision	$1,324.39	
Labor	8,431.38	
State Industrial Accident Insurance	390.28	
Social Security & Unemployment Insurance	390.23	
		$10,536.28
Materials:		
Fence Materials	$182.66	
RC-3 Asphalt	1,839.23	
SC-6 Road Oil	1,595.21	
		3,617.10
Equipment Rental, Supplies & Miscellaneous:		
Equipment Rental & Repairs	$9,251.00	
Gas, Oil & Grease	4,040.57	
Small Tools, Supplies & Misc.	1,150.00	
Move In	1,200.00	
Overhead Expense	350.00	
Bond - 1% of Gross Revenue	259.70	
Home Office - 2% of Gross Revenue	519.40	
		16,770.67
R. O. Dail & Warren Bros., Sub-Contractors:		
Placing Mineral Aggregate 1,213 cu. yd. at $1.00	$1,213.00	
" RC-3 Asphalt 115.67 Tons " 7.50	867.52	
" SC-6 Road Oil 100.33 " " 7.50	755.00	
		2,835.52
		$33,759.57

Black Bridge-Richland Section

REMARKS:

This contract consisted of the surfacing and oiling of 7.01 miles of roadway. It was bid December 7th, 1939; work was started January 11th, 1940 and finished June 28th.

The pit run subbase was obtained from sources that contained a considerable percentage of oversize material. This was removed by the use of a portable grizzly that was hoisted on and off the truck dump body by the shovel dragline outfit used for loading. The hauling roads from pits to highway were on steep grades, which made conditions tough during the wet winter months. The haul on the material averaged only about 1½ miles and was on very steep grades and winding road.

A crushing plant was erected in the gravel pit located 700 feet southerly from highway at M.P. 39.5. The plant consisted of two crushers (8" x 36" jaw and 3' Symons disc), portable screening unit equipped with 3' x 7' screen, 21 cu. yd. portable bunker, two engines (110 h.p. diesel and 50 h.p. gas). An average of about 23 cu. yd. per hour was maintained on the crushed gravel base and about 20 cu. yd. on the oil and stockpile rock.

The placing of mineral aggregate and oil was done by R. O. Dail & Warren Bros.

This job was bid quite low considering winter operations, the condition of the pits and the steep adverse grades over which the material was moved. Also the lack of supervision and intermittent operations tended to increase the costs.

E. H. Clymer
Cost Analyst

By . . Henry Jullum

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AUG 9 1940
FOR FILING

1-1006

a

August 8, 1940

Fidelity & Deposit Company of Maryland
Mr. Clarence D. Porter, Agent
Failing Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2247, for surfacing and oiling on the Black Bridge-Richland Section of the Baker-Homestead Highway, in Baker County, has been completed by the contractors, Morrison-Knudsen Company, and that final settlement will be made by the State with said contractor, for work done under said contract, on or after August 18, 1940.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you, as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractors in connection with this contract will be $25,969.97, including final payment, and that no force account work was performed therein.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

rs ______________________ Secretary

NOTED
D. G. DeSart

Form E-1—5M—9-39

No. 25

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 29,1940, 19

Section Black Bridge - Richland

Kind of work Surf. and Oil

Highway Baker - Homestead

Section prefix 1 - 1006

Contractor Morrison Knudsen

Contract number 2247

Date of contract Dec.7,1939, 19

Date of completion July 15,1940, 19

Date work started Jan.11,1940, 19

Estimated date of completion June 28,1940, 19

Amount of contract $ 26,240

Per cent of time elapsed 94 %

Estimated cost of completed project, exclusive of engineering $ 26,240

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 1600, 6 %

Date project was completed 6-28-40, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

A crew of three men finished fencing and shaping stockpiles on Friday.

Work completed Friday, June 28th.

NOTED
RAY WEBBER

Signed Dean Swift

Address Baker, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		7.0		7.0	
Miles partially completed					
Miles completed		7.0		7.0	
Total estimated quantities		22,500	2,000	1,100	
Estimated quantities moved or placed to date		22,500	2,000	1,100	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,
Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
JAN 3 1940
FOR FILING

1-1006

January 3, 1940

Morrison-Knudsen Company, Inc.
Boise, Idaho

Gentlemen:

We are forwarding to you today, by express, a fully executed copy of Contract No. 2247 which was awarded to you on December 7, 1939, for surfacing and oiling the Black Bridge-Richland Section of the Baker-Homestead Highway, in Baker County. This is for your records and files.

Very truly yours,

Secretary

JM:AM

1-1006

December 11, 1939

MORRISON-KNUDSEN COMPANY, INC.
Boise, Idaho

Gentlemen:

We are sending you today by express four copies of Contract No. 2247 which was awarded to you by the State Highway Commission on December 7, 1939, covering the surfacing and oiling of the Black Bridge-Richland Section of the Baker-Homestead Highway, in Baker County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 5 (page 14) of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the mimeographed page immediately following page No. 30 of the mimeographed Special Provisions, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

1-1006

December 8, 1939

Morrison-Knudsen Company, Inc.

Boise, Idaho

Gentlemen:

The State Highway Commission on December 7, 1939, awarded you the contract for 7.0 miles surfacing and oiling, also furnishing 2,000 cu. yds. crushed gravel in stock piles, on the Black Bridge-Richland Section of the Baker-Homestead Highway, in Baker County. This award was based on your low bid of $26,240 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

MBG:AM

Secretary

cc - Mr. S. H. Probert
Mr. G. S. Paxson

CONTRACT #2240

12-1204 Mountain Rest-Mt.Vernon Rock Prod.
Pendleton-John Day & Beech Cr. 1939

2248

R H Baldock

12 - 1204

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NOV 2 1940
FOR FILING

✓

October 24th, 1940

NOTED
State Highway Engineer

COST ANALYSIS-FINAL REPORT
Pendleton-John Day & Beach Cr. Sec. Highways, Mountain Rest-Mt. Vernon Section
Contract 2248 Prefix 12-1204
F. R. Hewett, Contractor
C. C. Slavens, Resident Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
3/4"-½" Cr. Rock in S.P.	$2,989.94	2,514.9 cu. yd.	$1.19	$1.60	$4,023.84
½"-¼" " " " "	2,650.98	2,229.8 " "	1.19	1.60	3,567.68
¼"-10 Mesh " " "	1,307.78	1,100 " "	1.19	1.60	1,760.00
Clearing & Grubbing S.P. Sites	25.00	100%			10.00
Leveling S.P. Sites	25.00	100%			50.00
Woven Wire Fence	184.03	108.39 Rods	1.70	2.00	216.78
" " Gates	72.00	4 Each	18.00	25.00	100.00
Screen Rejections	504.18	2,016.7 cu. yd.	0.25	0.25	504.18
Hauling Screen Rejects	30.40	152 yd. mi.	0.20	0.10	15.20
Haul Adjustment		- 549.4 yd. mi.		0.10	- 54.94
	$7,789.31				$10,192.74

Gross Revenue	$10,192.74
Total Cost	7,789.31
Net Profit	$2,403.43

Net Profit Equals 23.6% of Gross Revenue

Mountain Rest-Mt. Vernon Section

Detail of Cost

Labor:		
Supervision	$260.00	
Labor	2,177.49	
State Industrial Accident Insurance	211.81	
Social Security & Unemployment Insurance	117.00	
		$2,766.30
Equipment Rental, Supplies & Miscellaneous:		
Equipment Rental	$1,700.00	
Rented Equipment	135.00	
Hired Trucks (Does not include labor & gas)	550.43	
Gas, Oil and Grease	802.65	
Explosives	700.00	
Small Tools, Supplies & Misc.	589.56	
Fence Supplies	124.00	
Overhead Expense	115.61	
Bond 1% of Gross Revenue	101.92	
Home Office 2% of Gross Revenue	203.84	
		5,023.01
		$7,789.31

Mountain Rest-Mt. Vernon

Breakdown of Cost of Crushed Rock

	Cost	Quantity	Unit Cost
Move In & Set Up	$580.00	7,861.4 cu. yd.	$0.074
Drill, Shoot & Develop Quarry	1,370.51	" " "	0.174
Drag to Crusher	874.00	" " "	0.111
Crush	2,382.07	" " "	0.303
Overhead & Proratable Expense	577.58	" " "	0.074
	$5,784.16		$0.736
Haul and Stockpile	1,668.72	" " "	0.212
Cost in Stockpile	$7,452.88		$0.948

Sizes & Quantities of Crushed Rock

3/4"-½" Cr. Rock in S.P.	2,514.9 Cu. Yd.
½"-¼" " " " "	2,229.8 " "
¼"-10 Mesh Cr. Rock in S.P.	1,100.0 " "
Screen Rejections	2,016.7 " "
	7,861.4 Cu. Yd.

Mountain Rest-Mt. Vernon

REMARKS:

This contract consisted of the furnishing of 5,700 cu. yds. of crushed rock in stockpiles. It was bid and awarded December 7th, 1939; work was started May 6th, 1940 and completed July 30th.

A quarry located at M.P. 88.94 was specified as the source of materials. The contractor, however, elected to open up a new one at about M.P. 89.4. This quarry contained rock of better breaking quality.

For the crushing plant the contractor moved in two crushers (15" x 38" jaw and 3' Symons cone), two screens, 175 h.p. Cummins diesel for running plant, 125 h.p. Caterpillar diesel engine for use with hoist and Bagley scraper. The erection of plant commenced on July 8th, and on July 13th crushing operations started and continued until July 27th, at which time 7,861.4 cu. yds. (includes 2,016.7 cu. yds. of screen rejections) had been crushed, at an average rate of 39 cu. yds. per hour.

The length of haul on the material averaged about 1.3 miles.

The contractor made a very good profit on this job and was due principally to finding of good quarry, good production, excellent supervision and equipment and a fair bid.

E. H. Clymer
Cost Analyst

By . . Henry Jullum

RECEIVED
SEP 26 1940
FOR FILING

12-1204

September 25, 1940

Mr. F. R. Hewett
420 W. 22nd Avenue
Spokane, Washington

Dear Sir:

At the meeting of the State Highway Commission held on August 22, 1940, the following action was taken on your request for extension of time:

"Mr. F. R. Hewett, Contract No. 2248, for furnishing crushed rock in stock piles for the Mountain Rest-Mt. Vernon Section of the Pendleton-John Day and Beech Creek Secondary Highways in Grant County, requested an extension of time of one month, from June 30 to July 31, 1940, within which to complete this job. He attributed his failure to complete the project within the specified time limit to adverse weather conditions and difficulties encountered in connection with the operation of the quarry which he was using in connection with another project,- viz., the Nye Junction-Long Creek Maintenance Materials Project. The Engineer advised that Mr. Hewett lost some time on the Nye Junction-Long Creek Project because of bad weather conditions, which necessitated the ordering of a reduced load limit on the section of highway over which he was operating during the early part of the year, and such load limit prevented him from starting work until late in the spring. He further advised that after Mr. Hewett started operating on the Mountain Rest-Mt. Vernon Project, for which he is now requesting an extension of time, the work was rushed to completion within three weeks. He recommended, in view of the circumstances, that the extension requested be granted without penalty. The Commission approved the recommendation unanimously."

Very truly yours,

STATE HIGHWAY COMMISSION
By

NOTED
D. G. DeSart

Secretary

[illegible]
cc - W. C. Williams

RECEIVED
SEP 16 1940
FOR FILING

12-1204

September 6, 1940

THE OHIO CASUALTY INSURANCE COMPANY
c/o Metzger-Parker Agency
Woodlark Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No 2248, for furnishing crushed rock in stock piles on the Mountain Rest-Mt. Vernon Section of the Pendleton-John Day and Beech Creek Secondary Highways, in Grant County, has been completed by the contractor, F. R. Hewett, and that final settlement will be made by the state with said contractor, for work done under said contract, on or after September 16, 1940.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims, should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $10,192.74, including final payment, and that no force account work was performed therein.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

NOTED
D. G. DeSart

JM:MBL

Form E-1—5M—3-40

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT No. 11

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 3, 1940

Section Mountain Rest-Mt. Vernon

Kind of work Rock Production

Highway Pend.-John Day, and Beech Creek Second.

Section prefix 12-1204

Contractor F. R. Hewatt

Contract number 2248

Date of contract December 7, 1939

Date of completion June 30, 1940

Date work started May 6, 1940

Estimated date of completion July 30, 1940

Amount of contract $ 9,750.00

Per cent of time elapsed time expired %

Estimated cost of completed project, exclusive of engineering $ 10,340.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 150.00, %

Date project was completed July 30, 1940

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor finished the fencing of the stockpile sites and quarry Tuesday and has moved his equipment out.

The final estimate will be completed before the 10th of the month.

Signed C. C. Slavens

Address Box 237 Prairie City, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			12.53		
Miles partially completed					
Miles completed			12.53		
Total estimated quantities			5844.7 (plus 2016.7 rejects)		
Estimated quantities moved or placed to date			5844.7 (plus 2016.7 rejects)		
Average daily quantities			Completed		
Average daily quantities necessary to complete project on time			Time expired		
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear	All day	
Monday	"	None	
Tuesday	Cloudy	"	Finished project today.
Wednesday	"		
Thursday	Clear		
Friday	"		
Saturday	"		

STATE PRINTING DEPT.

RECEIVED
DEC 23 1939
FOR FILING

12-1204

December 22, 1939

Mr. F. R. Hewett
420 West 22nd Avenue
Spokane, Washington

Dear Sir:

We are sending you today by express a fully executed copy of Contract No. 2248, which was awarded to you by the State Highway Commission on December 7, 1939, covering the furnishing of crushed rock in stock piles on the Mountain Rest-Mt. Vernon Section of the Pendleton-John Day and Beech Creek Secondary Highways, in Grant County.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

ENC.

#2248

RECEIVED
DEC 19 1939

RECEIVED
DEC 20 1939
FOR FILING

12-1304

METZGER-PARKER AGENCY
OREGON GENERAL AGENTS FOR
THE OHIO CASUALTY INSURANCE COMPANY
WOODLARK BLDG., PORTLAND, OREGON
ATWATER 8611

December 18, 1939

Oregon State Highway Commission

Salem, Oregon

Attn: Mr. H. B. Glaisyer

Gentlemen:

Under separate cover we are mailing you three sets of specifications for contract awarded to F. R. Hewett, for furnishing crushed rock in stockpiles, Mountain Rest-Mt. Vernon Section, Pendleton-John Day and Beech Creek Secondary Highway. Will you kindly sign all copies and return one to the contractor, advising us that this is being done.

Yours very truly,

METZGER-PARKER AGENCY

By A Perratt

AP

December 11, 1939

MR. F. R. HEWETT
420 W. 22nd Avenue
Spokane, Washington

Dear Sir:

We are sending you today by express four copies of Contract No. 2248 which was awarded to you by the State Highway Commission on December 7, 1939, covering the furnishing of crushed rock in stock piles on the Mountain Rest-Mt. Vernon Section of the Pendleton-John Day and Beech Creek Secondary Highways, in Grant County.

Will you kindly execute all four copies of this contract as to agreement and bond and forward them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 5 (page 14) of the printed General Provisions, relating to the Workmen's Compensation Act. You will be expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the mimeographed page immediately following page No. 18 of the mimeographed Special Provisions, relating to the payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

2-1[illegible]

December 8, 1939

Mr. F. R. Hewett
420 West 22nd Ave.
Spokane, Washington

Dear Sir:

The State Highway Commission on December 7, 1939, awarded you the contract for furnishing 5,700 cu. yds. crushed rock in stock piles on the Mountain Rest-Mt. Vernon Rock Production Project on the Pendleton-John Day and Beech Creek Highways, in Grant County. This award was based on your low bid of $9,750 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary

HBG:AM

cc - Mr. S. H. Probert
Mr. O. S. Paxson

CONTRACT # [redacted] 2249

190-H-2 Siskiyou-State Line Sec., 1939
Pacific Hwy.
#2249

RECEIVED
FEB 3 1942
FOR FILING
190-I-2

February 2, 1942

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Reference is made to the inquiry contained in your letter of January 26, 1942, concerning the work performed under Extra Work Order No. 2, Contract No. 2249, the Bear Canyon-California Line Section, Project Nos. FAP 190-I (2), J (2).

The work proposed in the order was drilling and shooting solid rock materials encountered in construction of a drainage ditch between Stations 692 and 695 and extending the slopes back, on the upper side of the roadway, Stations 717+50 to 719. The estimated quantities for this work were 400 cubic yards for the drainage ditch work and 600 cubic yards for extending the slopes.

The drainage ditch was constructed to Station 698, which approximately doubled the length of ditch and increased the quantity of materials to about 800 cubic yards. Likewise, the sloping work involved more materials than originally contemplated, the actual quantities being approximately 900 cubic yards.

The original drainage ditch from Station 692 to 695, involving approximately 400 cubic yards, is located on Project No. FAP 190-I (2), but all other work is within the limits of Project No. FAP 190-J (2).

Accordingly, since the cost of drilling and shooting of the approximate 1,700 cubic yards was $474.90, the proportionate cost of the work on the two projects is $111.74 and $363.16, respectively.

These quantities and proportionate costs are, of course, necessarily approximate, as no independent measurement was made of the solid rock quantities.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/MB

FORM E-30 20M 8-41

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon.
Jan. 29,1942.

Subject: Extra Work Order # 2
Contract No. 2249

To: S. H. Probert
Office Engineer

Dear Sir;

In reply to your letter of Jan. 28;

The work contemplated under this order was drilling and blasting on the rock slope along the upper side of the Bear Canyon fill, for excavation of a drain ditch to intercept water coming down the slope and drain it to upper end of the box culvert under Bear Canyon fill. The ditch as contemplated was to be built from Sta. 692 (N. end of fill) to drainage into box culvert Sta. 695. Estimated 400 cu yds to drill and loosen with powder, at 15¢.

The ditch was then extended, to protect the part of the fill south of the box culvert, Sta. 695 to 698+, approximately doubling estimated work, in removing large boulders.

The order also covered the work of drilling a rock slope on the upper side of the roadbed, Sta. 717+50 to 719, at the North end of the sliding fill Sta. 719-723, in order to bench out a detour around the upper side of this fill. Estimated 600 cu. yds. to drill and loosen with powder, at 15 ¢.

Because this fill was not stabilized by drainage works put in, we improved the detour road over original plan by benching in further, as it became evident the detour would be used a long time. The work here was also increased to quantities indicated by costs.

Very truly yours,

P. P. Whitmore

P. P. Whitmore
Resident Engineer.

cc K. D. Lytle

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

January 26, 1942

RECEIVED
JAN 27 1942
[illegible] OREGON

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Extra Work Order No. 2 issued to Roy L. Houck in connection with your contract No. 2249, Bear Canyon-California Line Section of the Pacific Highway.

The final voucher for Oregon FAP 190-J (2) includes a claim for $474.99 for work done under the order, although the original estimate of cost was only $150.00. Also, the order indicates that part of the work involved was to be done on FAP 190-I (2), but no claim for such work is included in the voucher for that project.

Will you please advise us fully as to what work was contemplated when the order was issued and what work was actually done. Please give us an estimate of the approximate yardage for comparison with the original estimate, and also explain the large increase in quantity or unit cost, or both.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Goldock

Fin[illegible]ost Analysis - January 23, 19[illegible]
Siskiyou - State Line Section
Pacific Highway in Jackson County

Contract #2249
Roy L. Houck, Contractor

Prefix #15-1125
P. P. Whitmore, Resident Engineer

190 - H - 2

Item	Total Cost	Quantity		Unit Cost	Unit Bid	Gross Revenue
Trench Excavation	821.01	225	Cu. Yd.	3.649	5.00	1,125.00
Excavation, Single Class	13,778.18	56,155.9	" "	0.245	0.20	11,231.18
Truck Haul	927.62	6,184.1	Yd. Mi.	0.150	0.10	618.41
6" Perf. Metal Pipe	859.45	1,395	Lin.Ft.	0.616	0.65	906.75
Rock Backfill in Drains	203.22	211	Cu. Yd.	0.963	1.00	211.00
Cable Guard Fence	6,423.35	5,550	Lin.Ft.	1.157	1.10	6,105.00
Wood Sight Posts	885.03	420	Each	2.107	2.00	840.00
4½"-2" Rock in Base	36,542.62	36,904	Cu. Yd.	0.990	0.85	31,368.40
3/4"-0" Rock in Base & Shldrs.	29,063.08	29,352	" "	0.990	0.90	26,416.80
Filler	313.80	1,056	" "	0.297	0.10	105.60
Hauling Filler	316.80	2,092	Yd. Mi.	0.151	0.10	209.20
Sprinkling	3,152.59	1,301	M-Gal.	2.423	1.50	1,951.50
*Preparation of Base	631.00	6.31	Mi.	100.000	100.00	631.00
*Mineral Aggregate in Place	14,267.25	9,608	Cu. Yd.	1.485	2.00	19,216.00
*Asphalt in Place	8,677.99	559.87	Ton	15.50	17.00	9,517.79
*RC-3 Asphalt in Seal Coat	1,177.54	75.97	"	15.50	17.00	1,291.49
3/4"-½" Crushed Rock in Stockpile	1,073.97	1,672.4	Cu. Yd.	0.642	1.10	1,839.64
½"-¼" " " " "	1,500.72	2,337.1	" "	0.642	1.10	2,570.81
¼"-#10 " " " "	830.48	1,293.3	" "	0.642	1.10	1,422.63
EWO#1 Clearing	467.95					467.95
EWO#2 Drilling	491.03					491.03
EWO#3 Tunnel Heading	686.19					686.19
EWO#4 Drain Ditch Excavation	982.36					982.36
PA#1 9" Perf. Corr. Iron Pipe	325.62	408	Lin. Ft.	0.798	0.90	367.20

Siskiyou - State Line Section

Final Cost Analysis, Con't.

Item		Total Cost	Quantity	[illegible]	Unit Cost	Unit Bid	Gross Revenue
PA#2 18" Corr. Iron Pipe		207.63	132	Lin.Ft.	1.573	1.55	204.60
PA#3 Crushed Rock Backfill		710.94	644	Cu. Yd.	1.104	1.05	676.20
PA#3 Quarry Run Backfill		1,060.28	1,964	" "	0.540	0.60	1,178.40
*PA#4 Asphalt Barrelled		482.21	31.62	Ton	15.25	15.25	482.21
Screen Rejections		128.42	144	Cu. Yd.	0.892	0.25	36.00
Hauling Screen Rejections		45.84	360	Yd. Mi.	0.127	0.10	36.00
PA#5 Excess Rock in S.P.	4½"-2"	1,713.83	1,665.2	Cu. Yd.	1.029	1.10	1,831.72
" " " "	3/4"-0"	1,874.55	1,822.7	" "	1.029	1.10	2,004.97
" " " "	2¼"-1¼"	801.66	1,370.5	" "	0.585	0.70	959.35
" " " "	1¼"-3/4"	322.53	551.4	" "	0.585	0.70	385.98
" " " "	3/4"-0"	1,517.75	2,494.7	" "	0.608	0.70	1,746.29
" " " "	3/4"-½"	791.95	1,353.9	" "	0.585	0.70	947.73
" " " "	½"-¼"	1,256.21	2,147.6	" "	0.585	0.70	1,503.32
" " " "	¼"-#10	836.57	1,430.2	" "	0.585	0.70	1,001.14
		136,149.22					133,566.84

Total Cost	136,149.22
Gross Revenue	133,566.84
Net Loss	2,582.38

Net Loss Equals 1.93% of Gross Revenue

* Sub-contracted to Russell Olson.

Siskiyou - State Line Section

Details of Cost

LABOR:

Supervision		858.90	
Labor		47,769.07	
State Industrial Accident	6½% P/R	3,160.82	
Unemployment Compensation	3% P/R	1,458.84	
Old Age Benefit	1% P/R	486.28	
			$53,733.91

MATERIALS:

6" Perf. Metal Pipe	1,395	L.F.	@ $	.44	613.80	
6" Perf. Metal Bands	70	Ea.	@	.52	36.40	
9" Perf. Corr. Iron Pipe	408	L.F.	@	.576	235.01	
9" Perf. Corr. Iron Bands	22	Ea.	@	.918	20.20	
18" Corr. Iron Pipe	132	L.F.	@	1.188	156.82	
18" Corr. Iron Bands	7	Ea.	@	1.602	11.21	
Cable Guard Rail Posts	567	"	@	2.65	1,502.55	
" " " Lumber					747.06	
" " " Cable	5,550	L.F.	@	.06278	348.43	
" " " Hdwre.					382.40	
" " " Paint					235.65	
Wood Sight Posts	420	Ea.	@	1.00	420.00	
" " " Paint					54.13	
						$ 4,763.66

MISCELLANEOUS:

Equipment Rental	41,841.75	
Gas, Oil and Grease	15,563.68	
Repairs	8,765.88	
Freight	188.73	
Explosives	1,258.25	
Drilling Expense	341.49	
Plant Lumber	1,005.96	
Camp Lumber	54.65	
Rebuild Shop after Fire	74.96	
Moving in Expense	388.03	
Miscellaneous Expense & Small Tools	4,942.88	
Overhead Expense	312.46	
Home Office Expense	2,463.72	
Bond 1% of Gross Revenue	1,231.86	
		$78,434.30

Sub-Contracted to Russell Olson:

Preparation of Base	6.31	Mi.	@ $	99.00	624.69	
Mineral Agg. in Place	9,608	C.Y.	@	0.891	8,560.73	
Asphalt in Place	559.87	Ton	@	15.345	8,591.21	
RC3 Asphalt in Seal Coat	75.97	Ton	@	15.345	1,165.76	
Asphalt-Barreled	31.62	"	@	15.0975	477.39	
						$19,419.78

	156,351.65
Less - Not Chargeable to this contract (Shop work)	20,202.43
Total Cost	136,149.22

[illegible]skiyou - State Line Section

Cost Analysis of Crushing Operations

Base Rock	73,093.6 CY	Oil Rock	21,908.4 CY ~~Total Cost~~
4½"-2"	36,904 CY	Mineral Aggregate	9,608 CY
Ext. 4½"-2"	1,665.2 "	Stockpile Rock	5,302.8 "
3/4"-0"	29,352 "	Extr. Stockpile Rk	6,853.6 "
Extra 3/4"-0"	4,317.4 "	Screen Rejects	144 "
Rock Backfill	855 "		

	Cost	Quantity	Unit Cost	Cost	Quantity	Unit Cost
Plant Setup	2,935.57	73,093.6 CY	0.0402	880.00	21,908.4 CY	0.0402
Develop Quarry	129.72	"	0.0018	38.90	"	0.0018
Drill & Shoot	2,840.73	"	0.0389	851.46	"	0.0389
Load in Quarry	8,986.74	"	0.1229	3,006.12	"	0.1372
Haul from Quarry	4,642.03	"	0.0635	1,486.91	"	0.0679
Crushing	18,308.98	"	0.2505	4,704.82	"	0.2148
Cost in Bunker	37,843.77	73,093.6 CY	0.5178	10,968.21	21,908.4 CY	0.5008

Construction of the crushing plant was started January 1, 1940 and was completed and ready to operate May 21. A small amount of overburden was removed from the quarry site with a cat and dozer. One jackhammer and a small compresser were used occassionally to shake quarry material, and no major shooting was required. Quarry material was dug and loaded into 2 light quarry trucks by a 1-3/4 yard Northwest shovel. The crushing plant consisted of a roll feeder, a 24" x 36" Universal jaw and a 3 foot Traylor Gyratory Crusher, a 4' x 8' triple deck and a 4' x 10' triple deck simplicity screens and 145 feet of conveyor belt. Three D-8 cats equipped with electric sets generated the power which operated the plant through 1-3 HP, 1-7½ HP, 4-10 HP, and 1-60 HP electric motors. The plant operated 409 hours to produce 21,908 cubic yards of mineral aggregate and stockpile rock at an average rate of 54 cubic yards per hour, and 1,311½ hours to produce 73,094 cubic yards of base and backfill rock at an average rate of 56 cubic yards per hour. These quantities include 12,836 cubic yards of rock in excess of contract requirements and was purchased on a price agreement.

This excess rock served to decrease the unit cost of proratable items on the rock produced for the contract. A fire destroyed the power plant while base rock was being produced. This loss was covered by insurance, but the time lost for repairs is reflected in the unit cost of base rock.

Siskiyou - State Line Section
Contract #2249
Sub-Contractor - Russell Olson

Cost Analysis of Oiling Operations

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Preparation of Grade	193.64	6.31 Mi.	30.688	99.00	624.69
Min. Agg. - Load from Stockpile	832.96	9,608 Cu.Yd.	0.0867		
" " - Haul " "	3,839,83	" " "	0.3997		
" " - Street Work	2,354.17	" " "	0.2450		
Mineral Aggregate in Place	7,026.96	9,608 Cu.Yd.	0.7314	0.891	8,560.73
Asphalt - 559.87 T @ 10.70	5,990.61	559.87 Ton	10.7000		
" - Heat	442.14	" "	.7897		
" - Haul	511.53	" "	1.0096		
" - Spread	631.18	" "	1.1274		
Asphalt in Place	7,575.46	559.87 Ton	13.6267	15.345	8,591.21
R6-3 Asphalt -75.97 T @ 10.70	812.88	75.97 "	10.7000		
" " - Heat	61.33	" "	0.8073		
" " - Haul	70.29	" "	1.0279		
" " - Spread	86.27	" "	1.1356		
RC-3 Asphalt in Seal Coat	1,030.77	75.97 Ton	13,6708	15,345	1,165.76
Asphalt 31.62 T @ 10.70	338.33	31.62 Ton	10.7000		
" Heat	24.95	" "	0.7891		
" Barrel	24.49	" "	0.7745		
" Haul	67.16	" "	2.1240		
Asphalt Barrelled	454.93	31.62 Ton	14.3876	15.0975	477.39
	16,281.76				19,419.78

Gross Revenue	19,419.78
Total Cost	16,281.76
Net Profit	3,138.02

Net Profit equals 16.16% of Gross Revenue.

The Sub-Contractor spotted the oil cars at Siskiyou Station only a short distance from the north end of the job. A boiler and retort were set up there to heat the oil. Three drivers and two 1,000 gallon transport trucks hauled oil to a 1,100 gallon distributor. Mineral aggregate was loaded from the stockpile near the quarry by a 1/2 yard shovel and hauled to the road in 5 yard trucks. Course rock was laid and leveled with a self powered Adnun spreader. Finer grades of rock were leveled with a #12 Caterpillar Blade and compacted with a 10 ton roller. Oiling was started September

Siskiyou - State Line Section

Cost Analysis of Oiling Operations, Con't.

19th and completed October 4th. The oiling crew was efficient and well supervised, and the equipment good so that oiling operations were done rapidly, and the Sub-Contractor made a substantial profit.

SISKIYOU - STATE LINE SECTION

Contract 2249

REMARKS:

This was a regular Federal Aid project and consisted of removing 56,000 cubic yards of slide material, installation of 1,935 lineal feet of metal pipe, installation of 5,550 lineal feet of cable guard fence, construction of 6.31 miles of crushed rock base, construction of 6.31 miles of bituminous macadam wearing surface (Type B-11 Modified), construction of 37,000 square yards of crushed rock shoulders, furnishing 5,200 cubic yards of crushed rock in stockpiles, and other incidental work. The contract was bid and awarded December 7, 1939. Work was started January 1, 1940 and completed October 31, 1940.

Additional sides after the contract was awarded greatly increased the excavation quantities. This material was moved by cat and dozer, cat and scrapers and by 1-3/4 yard shovel and light trucks. Cost of finishing roadbed and slopes was included in the pay item for excavation single class.

Rock backfill for trenches and pipe was partly crushed rock, and the balance quarry run rock.

A crew worked intermittently over a period of five months to construct the crushing plant. During this time the contractor was doing grading work on this section under another contract. The plant first producted crushed rock which was placed in specified stockpiles, and mineral aggregate which was stockpiled near the plant site. The base rock and backfill was then produced. As the rock was produced faster than trucks could handle it, about 10% of this material was stockpiled near the plant site. This was later loaded into trucks and hauled to the road. A motor blade and roller spread and compacted the base course.

A dam was constructed on a small stream near the southern end of the job to impound water for sprinkling. While this operation was expensive, it was the most economical source of available water in the amount required for sprinkling.

All oiling items were performed under a sub-contract by Russel Olson. Extra work orders and price agreements were prepared to cover such supplementary work as clearing, drilling, excavating tunnel heading, excavating drain ditches, installing 9" and 18" metal pipe, furnishing and placing backfill rock and furnishing excess crushed rock in stockpile.

Most operations were done quite economically, but the job showed a small loss due to the long time required to finish the job and to low bid prices.

E. H. Clymer, Cost Analyst

By

M. G. Smith

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FEB 17 1941
FOR [illegible]

190-H-2

February 15, 1941

Great American Indemnity Co.
Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Dear Sirs:

You are hereby notified that State Highway contract No. 2249 for work on the Siskiyou-State Line Section of the Pacific Highway, in Jackson County, has been completed by the contractor, Roy L. Houck, Salem, and that final settlement will be made on or after February 28, 1941.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $133,111.83 and that no force account work was performed therein.

Yours very truly,

STATE HIGHWAY COMMISSION

By

DGB:OA

Secretary

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FOR FILING

190-H-2

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

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UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE NO.________

Stencil No. 8.

December 7, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAP 190-H (2), Wall Creek-Siskiyou Section of the Pacific Highway ________, was made by a representative of this office on November 25, 1940. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Jon

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DEC 10 1940
FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

302-A-2
2249

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 8.

IN YOUR REPLY PLEASE
REFER TO FILE No.________

December 6, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAP 302-A (2), Siskiyou-Bear Canyon Section of the Pacific Highway ________, was made by a representative of this office on November 25, 1940. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Sr. Highway Engineer

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RECEIVED
AUG 4 1940
FOR FILING

302-A-2

RECEIVED
OREGON
STATE HIGHWAY [illegible]

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1
POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE No. Ore. FAP 302-A (2)
Siskiyou-Bear Canyon Sec.
Pacific Highway

July 25, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Jon

wa4pr-6324

Form P. R. 2

State Oregon

Federal Aid

Project No. 308-A(2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 7th day of June, 1940 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 7th day of August, 1939, a project statement, which was approved on the 23rd day of August, 1939, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section A(2) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 10th day of November 1939; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of Twenty-three thousand, three hundred fifty and 00/100 dollars ($23,350.00) as the share of the United States payable under said act on account of Section A(2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11370

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from Chap. 178, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1929. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 534+55 in the SE 1/4 of Section 20, T. 40 S., R. 2 E., W.M., the south end of FAP 190-H, and survey station 680+60 in the SW 1/4 of Section 33, T. 40 S., R. 2 E., the north end of FAP 190-I, length 2.820 miles, in Jackson County, being Section A(2) of Oregon Federal Aid project No. 302, consisting of 2.820 miles of roadway and no bridge~~s, each~~ of more than 20 feet clear span, ~~or a mile in length.~~

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CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A(2) of said project shall not in any event exceed the sum of Twenty-three thousand, three hundred fifty and 00/100 dollars ($23,350.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of Thirty-eight thousand, nine hundred ten and 30/100 dollars ($38,910.30), the approved total estimated cost of Section A(2) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. [illegible], Laws [illegible].
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of JUL 9 1940, 19____

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
______
(Title of officer)

By ______
______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11379

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

NOV 17 1939

November 16, 1939

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

P. S. and E. documents for Oregon Federal Aid Project No. 302-A (2), the Siskiyou-Bear Canyon Section of the Pacific Highway, have today been recommended for approval. This is your authority to advertise for bids, subject to final review and approval of the plans and specifications by the Commissioner of Public Roads.

Concurrence in award will be withheld pending approval of the 1940 Program.

Very truly yours,

W. H. LYNCH,
District Engineer.

By F. E. Andrews
F. E. Andrews,
Senior Highway Engineer.

Form PR. 9—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. 302-A(2) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 38,910.30 as the total estimated cost of said project, and the sum of $ 25,300.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of JUL 9 1940

one thousand nine hundred and ....

FEDERAL WORKS ADMINISTRATOR,

By H.J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10120

EIVED
AUG 20 1940
FOR FILING

302-A-2

June 8, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed two signed copies of project agreement for the Siskiyou-Bear Canyon Section, Project No. FA 302-A (2).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

302-A-2

(Stencil #28)

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon FAP 302-A (2)
Siskiyou-Bear Canyon Sec.
Pacific Highway

May 28, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By Caufield
L. J. Caufield
Sr. Highway Engineer

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JUL 19 1940
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302-A-2

April 15, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Siskiyou-Bear Canyon Section, Project No. FA 302-A (2).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department   Federal Aid Project No. 308-A (2)

SISKIYOU-BEAR CANYON SECTION
OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 5, 1940

600	cu. yds.	Excavation, Single Classif.	$ .20	$ 120.00
300	yd. mi.	Truck Haul	.10	30.00
1,270	lin. ft.	Cable Guard Fence	1.10	1,397.00
220	only	Wood Sight Posts	2.00	440.00
14,720	cu. yds.	4½" - 8" Rock in Base	.85	12,512.00
8,900	cu. yds.	3/4" - 0" Rock in Base and Shoulders	.90	8,010.00
260	cu. yds.	Filler	.10	26.00
520	yd. mi.	Hauling Filler	.10	52.00
550	M-gals.	Sprinkling	1.50	825.00
2.32	miles	Preparation of Base	100.00	232.00
3,680	cu. yds.	Mineral Aggregate in Place	2.00	7,360.00
225	tons	Asphalt in Place	17.00	3,825.00
32	tons	Emulsified or RC-3 Asphalt in Seal Coat	17.00	544.00
			Subtotal	$ 35,373.00
			10% Engr. & Cont.	3,537.30
			Total	$ 38,910.30

Length	2.320 miles
Cost per mile	$ 16,771.68

Federal Aid Funds- -	$ 23,350.00
State Funds- -	15,560.30
	$ 38,910.30

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

November 10, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and three copies of right of way statement to accompany plans and specifications for the Siskiyou-Bear Canyon Section, Project No. FA 302-A (2).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department **Federal Aid Project No. 302-A (2)**

SISKIYOU-BEAR CANYON SECTION

OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 10, 1939

600	cu. yds.	Excavation, Single Classif.	$ .35	$ 210.00
300	yd. mi.	Truck Haul	.12	36.00
1,270	lin. ft.	Cable Guard Fence	1.00	1,270.00
220	units	Wood Sight Posts	2.00	440.00
14,720	cu. yds.	4½" - 2" Rock in Base	1.15	16,928.00
8,900	cu. yds.	3/4" - 0" Rock in Base and Shoulders	1.25	11,125.00
260	cu. yds.	Filler	.40	104.00
520	yd. mi.	Hauling Filler	.15	78.00
550	M-Gal.	Sprinkling	2.00	1,100.00
2.32	miles	Preparation of Base	100.00	232.00
3,680	cu. yds.	Mineral Aggregate in Place	2.25	8,280.00
225	tons	Asphalt in Place	19.00	4,275.00
32	tons	Emulsified or MC-3 Asphalt in Seal Coat	20.00	640.00
			Subtotal	$ 44,718.00
			10% Engr. & Cont.	4,471.80
			Total	$ 49,189.80

Length 2.320 miles
Cost per mile $ 21,202.50

Federal Aid Funds- $ 29,520.00
State Funds- 19,669.80

$ 49,189.80

SISKIYOU-BEAR CANYON SECTION

PROJECT NO. FA 302-A (2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

November 10, 1939

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NOV 8 1940
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112-H-2

November 7, 1940

Great American Indemnity Co.,
Harvey Wells-Reed Insurance Agency,
Failing Building
Portland, Oregon

Gentlemen:

This is to advise you that it is the intention of the State Highway Commission to make semi-final payment to Roy L. Houck, on Contract No. 2249, for the surfacing of the Siskiyou-State Line Section of the Pacific Highway, in Jackson County. This payment, in the amount of $9,458.82, will be made on or after November 18, 1940. The retained percentage is $3,695.59.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims, should there be any.

Please acknowledge receipt of this letter.

Yours very truly,

Secretary

DD:MC

Form E-1—3M—5-40

190-H-2

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Nov. 2, 19 40

Section Siskiyou-State Line

Highway Pacific

Contractor R. L. Houck

Date of contract Dec. 7, 1939., 19

Date work started " 28, 1939., 19

Amount of contract $ 108174.

Kind of work Surfacing

Section prefix 15-1125

Contract number 2249

Date of completion Oct. 31, 19 40

Estimated date of completion Oct. 31, 19 40

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 145000.

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 7000., 4.85 %

Date project was completed Oct. 31, 19 40

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor building guard fence, and painting same.

All work complete Oct. 31, 1940.

NOTED
RAY W...

1940

P P Whitmore

Signed P. P. Whitmore, Resident Engineer.

Address Ashland, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		6,21			
Miles partially completed					
Miles completed		6,21			
Total estimated quantities		64250. c y	5302. c y	9608. c y 634 tons asphalt	
Estimated quantities moved or placed to date		64250. "	5302. "	9608. c y 634. tons	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week		25			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	21					4	25
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Rain		
Tuesday	"		
Wednesday	Fair		
Thursday	"		
Friday			
Saturday			

STATE PRINTING DEPT.

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190-H-2

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE
Salem, Ore.
August 8, 1940.

Subject: Additional Expenditure on Siskiyou-State Line Sec.

To: Mr. R. H. Baldock,
State Highway Engineer,
Office.

NOTED
State Highway Engineer

Dear Sir:

In reply to your request for explanation of request for additional expenditure on the Siskiyou-State Line Section of the Pacific Highway, please be advised that the increase in excavation was due to the fact that when the project was contracted only a normal movement of slide material was expected. Since that time the ground became saturated to such an extent that several large fills slid out and the quantities represented by the additional request were used in bringing these settlements to grade.

The extra 3/4:0 materials were added to the contract at the request of the Federal Road Administration. This required that a cushion course 1 and ½ inches in depth be placed on the sub-grade to prevent the clay sub-grade from filling the bottom of the base course. The extra sprinkling was also in connection with this course which had to be set up.

Yours very truly,

H W Libby

H. W. LIBBY,
Acting Construction Engineer.

HWL/H

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RKS AGENC
INISTRATION

MENT OF AGRICULTURE

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR
REFER TO

July 25, 1940

Libby!

Please give me an explanation and report from Hythe on relation to this increase

Why increase in 3/4-0" rock?

How much of exc was do to slides.

I thought we allowed 10% in estimate -

r your files, an

______ project agreement

red project.

truly yours,

H. LYNCH
trict Engineer

L. J. Caufield

L. J. Caufield
r. Highway Engineer

Encls.

Tom

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

RECEIVED
JUL 26 [illegible]
STATE HIGHWAY [illegible]

190-H-2

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124
Ore. FAP 190-H(2)
Wall Creek-Siskiyou Sec.
Pacific Highway

July 25, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Tron

Waypr-6367

Form P.R. 2

State Oregon

Federal Aid Project No. 190-H(2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 7th day of June, 1940 by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 9th day of November, 1932, a project statement, which was approved on the 17th day of December, 1932, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section H(2) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 16th day of November 1939; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of eight hundred and 00/100 dollars ($800.00) as the share of the United States payable under said act on account of Section H(2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11879

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources (State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 530+78 in the SE 1/4 of Sec. 20, T. 40 S., R. 2 E., W.M., and survey station 534+55 in the SE 1/4 of Sec. 20, T. 40 S., R. 2 E., W.M.

, length 0.071 of a mile~~s~~ in Jackson County, being Section E(2) of Oregon Federal Aid project No. 190, consisting of 0.071 of a mile~~s~~ of roadway and no bridges, ~~each~~ of more than 20 feet clear span,

[redacted]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section E(2) of said project shall not in any event exceed the sum of eight hundred and 00/100 dollars ($800.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one thousand, three hundred thirty-one and 00/100 dollars ($1,331.00), the approved total estimated cost of Section E(2) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 529, Laws 1939.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of

JUL 9 1940, 19____

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F Cabell

Chairman, State Highway Commission
(Title of officer)

By ____________________

Member, State Highway Commission
(Title of officer)

By ____________________

Member, State Highway Commission
(Title of officer)

By ____________________

____
(Title of officer)

By ____________________

____
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By W J O'Leary
Acting Commissioner of Public Roads.

Form PR. 8—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid ~~p~~Project No. 190-E(2) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 1,331.00 as the total estimated cost of said project, and the sum of $ 800.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of JUL 9 1940

one thousand nine hundred and ______

Federal Works Administrator,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10130

190-H-2

(Stencil #28)

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon FAP 190-H (2)
Wall Creek-Siskiyou Sec.
Pacific Highway

May 28, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Sr. Highway Engineer

Jw

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MAY 23 1940
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190-H-2

May 22, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We refer to the matter of participation in cost for the cushion course of fine materials which we have agreed to provide on the Siskiyou Station-State Line Surfacing Contract, Projects 302-A and 190-H, I and J.

As we expect to be able to absorb the cost of this cushion course in the ten per cent allowance for contingencies and engineering, we do not desire to make a special set-up for the item in the project agreement estimate.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

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JUL 17 1940
FOR FILING

190-H-2

April 15, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Wall Creek-Siskiyou Section, Project No. FA 190-H (2).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 190-H (2)

WALL CREEK-SISKIYOU SECTION

OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 5, 1940

Surfacing and Oiling (Sta. 530+78 to 534+55)

170	lin. ft.	Cable Guard Fence	$ 1.10	$ 187.00
5	only	Wood Sight Posts	2.00	10.00
440	cu. yds.	4½" - 2" Rock in Base	.85	374.00
270	cu. yds.	3/4" - 0" Rock in Base and Shoulders	.90	243.00
10	cu. yds.	Filler	.10	1.00
20	yd. mi.	Hauling Filler	.10	2.00
20	M-gals.	Sprinkling	1.50	30.00
.07	mile	Preparation of Base	100.00	7.00
110	cu. yds.	Mineral Aggregate in Place	2.00	220.00
7	tons	Asphalt in Place	17.00	119.00
1	ton	Emulsified or RC-5 Asphalt in Seal Coat	17.00	17.00
			Subtotal	$ 1,210.00
			10% Engr. & Cont.	121.00
			Total	$ 1,331.00

Length .071 mile
Cost per mile $ 18,746.47

Federal Aid Funds- -	$ 800.00
State Funds- -	531.00
	$ 1,331.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

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DEC 23 1939
FOR FILING

190-H-2

December 22, 1939

Mr. Roy L. Houck
212 U. S. National Bank Building
Salem, Oregon

Dear Sir:

We are handing you herewith a fully executed copy of Contract No. 2249 which was awarded to you on December 7, 1939, by the State Highway Commission covering the surfacing of the Siskiyou-State Line Section of the Pacific Highway, in Jackson County. We are sending a copy also to the surety on your bond.

This copy of the contract is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

RECEIVED
DEC 23 1939
FOR FILING

190-H-2

December 22, 1939

GREAT AMERICAN INDEMNITY COMPANY
Harvey Wells-Reed Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of the following contracts:

✓ No. 2249, which was awarded on December 7, 1939, to Roy L. Houck, for the surfacing of the Siskiyou-State Line Section of the Pacific Highway, in Jackson County

No. 2260, which was awarded on December 8, 1939, to Leonard & Slate, covering the grading, surfacing, and oiling of West Unit, Petersburgh-Fairbanks Section of Fifteenmile Creek County Road, in Wasco County

Inasmuch as you are surety for the contractors on these jobs, copies of the contracts fully executed are being given you for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL.

190

December 11, 1939

Mr. Roy L. Houck
212 U. S. National Bank Building
Salem, Oregon

Dear Sir:

We are handing you herewith four copies of Contract No. 2249 which was awarded to you by the State Highway Commission on December 7, 1939, covering the bituminous macadam surfacing of the Siskiyou-State Line Section of the Pacific Highway, in Jackson County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 5 of the printed General Provisions (see p. 14), relating to the Workmen's Compensation Act. You will be expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the mimeographed page immediately preceding the colored pages, and relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MRL

FA 190-H-2

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

DEC 1 3 193[illegible]

December 11, 1939

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to special provisions for Oregon Federal Aid Projects 190-H (2), 190-I (2), 190-J (2), and 302-A (2), Siskiyou Mountain Surfacing and Oiling.

On page 7 of the requirements for Portland cement and wire reinforcement for concrete posts for cable guard fence, reference was made to "current" standard specifications of the American Society for Testing Materials. We are advised that this reference should be made more specific by the use of the date or number of the specifications.

Very truly yours,

W H Lynch

W. H. LYNCH,
District Engineer.

FEDERAL WORKS AGENCY
PUBLIC WORKS ADMINISTRATION
[illegible]

FA 195-H-2

December 8, 1939

Mr. Roy L. Houck
212 U. S. National Bank Bldg.
Salem, Oregon

Dear Sir:

The State Highway Commission on December 7, 1939, awarded you the contract for 6.31 miles bituminous macadam surfacing, also furnishing 5,200 cu. yds. crushed rock in stock piles, on the Siskiyou-State Line Section of the Pacific Highway, in Jackson County. This award was based on your low bid of $108,174 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary

HBG:AM

cc - Mr. S. H. Probert
Mr. G. S. Paxson

FA 190-H-2

DEC 11 1939

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

December 7, 1939

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Projects Nos. 190-H (2), 190-I (2), 190-J (2), and 302-A (2), Siskiyou-State Line Section of Pacific Highway, to Roy L. Houck, Salem, Oregon, who submitted the low bid.

Very truly yours,

W H Lynch

W. H. Lynch,
District Engineer.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

NOV 17 1939

November 16, 1939

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

P. S. and E. documents for Oregon Federal Aid Project No. 190-H (2), the Wall Creek-Siskiyou Section of the Pacific Highway, have today been recommended for approval. This is your authority to advertise for bids, subject to final review and approval of the plans and specifications by the Commissioner of Public Roads.

Concurrence in award will be withheld pending approval of the 1940 Program.

Very truly yours,

W. H. LYNCH,
District Engineer.

By

F. E. Andrews,
Senior Highway Engineer.

November 15, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are sending, under separate cover, twenty-five blueprint copies of the standard guard fence and sight post drawing, which copies are to be inserted in the plans for Projects Nos. 190-H (2), I (2), J (2) and 302-A (2), sent to you previously.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/MR

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
NOV 15 1939
STATE HIGHWAY

November 14, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to P.S.& E. papers covering Oregon Federal Aid Projects 190-H (2), 190-I (2), 190-J (2) and 302-A (2), Siskiyou Mountain surfacing.

We note that the estimate on each of these projects calls for Cable Guard Fence and Sight Posts, and on page 6 of the special provisions is the statement, "The guard fence shall be of the design shown on the plans". Will you please send plan sheets for each project covering these two items at your early convenience.

Project 190-H (2) is not included in any program and it is suggested that the State request the inclusion of this project in the 1940 program as a minor change. It will be necessary that this be handled promptly.

Request made Nov. 14

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

November 10, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and three copies of right of way statement to accompany plans and specifications for the Wall Creek-Siskiyou Section, Project No. FA 190-E (2).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department — Federal Aid Project No. 190-H (2)

WALL CREEK-SISKIYOU SECTION OF THE
PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 10, 1939

Surfacing and Oiling (Sta. 530+78 to 534+55)

170	lin. ft.	Cable Guard Fence	$ 1.00	$ 170.00
5	only	Sight Posts	2.00	10.00
440	cu. yds.	4½" - 2" Rock in Base	1.15	506.00
270	cu. yds.	3/4" - 0" Rock in Base and Shoulders	1.25	337.50
10	cu. yds.	Filler	.40	4.00
20	yd. mi.	Hauling Filler	.15	3.00
20	M-Gal.	Sprinkling	2.00	40.00
.07	mile	Preparation of Base	100.00	7.00
110	cu. yds.	Mineral Aggregate in Place	2.25	247.50
7	tons	Asphalt in Place	19.00	133.00
1	ton	Emulsified or RC-3 Asphalt in Seal Coat	20.00	20.00
			Subtotal	$ 1,478.00
			10% Engr. & Cont.	147.80
			Total	$ 1,625.80

Length .071 mile
Cost per mile $ 22,898.59

Federal Aid Funds- -	$ 980.00
State Funds- -	645.80
	$ 1,625.80

HALL CREEK-SISKIYOU SECTION

PROJECT NO. FA 190-E (2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

November 10, 1939

CONTRACT # [redacted] 2249

FA 190-I-2 Bear Canyon Sec., Pacific 1939
Hwy.

2249

RECEIVED
DEC 10 1940

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

110-I-2

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

Stencil No. 8.

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

December 6, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAP 190-I (2), Bear Canyon Section of the Pacific Highway ________, was made by a representative of this office on November 25, 1940.

Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By Caufield

L. J. Caufield
Sr. Highway Engineer

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190-I-2

RECEIVED
AUG 13 1940
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No.

Stencil No. 124
Ore. FAP 190-I (2)
Bear Canyon Section
Pacific Highway

July 25, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the __________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Jeon

Wa4 pr - 6368

Form P. R. 2

State Oregon

Federal Aid Project No. 190-I(2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 7th day of June, 1940

by and between The Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 9th day of November, 1932, a project statement, which was approved on the 17th day of December, 1932, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section I(2) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 16th day of November 1939; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of eight thousand, eight hundred ninety and 00/100 dollars ($8,890.00) as the share of the United States payable under said act on account of Section I(2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11870

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State from Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 589, laws 1939. (Include date and citation of act of legislature by which authorized)

(b) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 656+60 in the SW 1/4 of Sec. 33, T. 40 S., R. 2 E., W.M., and survey station 695+00 in the NE 1/4 of Sec. 4, T. 41 S., R. 2 E., W.M.

, length 0.727 of a mile~~s~~, in Jackson County, being Section 1(2) of Oregon Federal Aid project No. 190, consisting of 0.727 of a mile~~s~~ of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~[illegible]~~.

10—11379 GPO

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section 1(2) of said project shall not in any event exceed the sum of eight thousand, eight hundred ninety and 00/100 dollars ($8,890.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of fourteen thousand, eight hundred ten and 10/100 dollars ($14,810.10), the approved total estimated cost of Section 1(2) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 529, laws 1939.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of JUL 9 1940, 19____

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
______
(Title of officer)

By ______
______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11879

Form PR. 8—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. 190-I(2) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 14,810.40 as the total estimated cost of said project, and the sum of $ 8,890.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of JUL 9 1940 one thousand nine hundred and ______

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10129

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

POST OFFICE BUILDING
PORTLAND, OREGON

(Stencil #28)

IN YOUR REPLY PLEASE REFER TO FILE NO. Oregon FAP 190-I (2)
Bear Canyon Section
Pacific Highway

May 23, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By A. F. Morris
A. F. Morris
Sr. Highway Engineer

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JUL 19 1940
FOR FILING

190-I-2

April 15, 1940

Mr. W. R. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Bear Canyon Section, Project No. 190-I (2).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. E. Probert
Office Engineer

Dict. by J. W. Nash/OS

Encl.

Oregon State Highway Department Federal Aid Project No. 190-I (2)

BEAR CANYON SECTION OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 5, 1940

50	cu. yds.	Trench Excavation	$ 5.00	$ 250.00
1,400	cu. yds.	Excavation, Single Classif.	.20	280.00
700	yd. mi.	Truck Haul	.10	70.00
200	lin. ft.	6" Perforated Metal Pipe	.65	130.00
45	cu. yds.	Rock Backfill in Drains	1.00	45.00
2,020	lin. ft.	Cable Guard Fence	1.10	2,222.00
30	only	Wood Sight Posts	2.00	60.00
4,600	cu. yds.	4½" - 2" Rock in Base	.85	3,910.00
2,780	cu. yds.	3/4" - 0" Rock in Base and Shoulders	.90	2,502.00
80	cu. yds.	Filler	.10	8.00
160	yd. mi.	Hauling Filler	.10	16.00
170	M-gals.	Sprinkling	1.50	255.00
0.73	mile	Preparation of Base	100.00	73.00
1,150	cu. yds.	Mineral Aggregate in Place	2.00	2,300.00
70	tons	Asphalt in Place	17.00	1,190.00
9	tons	Emulsified or RC-3 Asphalt in Seal Coat	17.00	153.00
			Subtotal	$ 13,464.00
			10% Engr. & Cont.	1,346.40
			Total	$ 14,810.40

Length	0.727 miles
Cost per mile	$ 20,371.93

Federal Aid Funds- -	$ 8,890.00
State Funds- -	5,920.40
	$ 14,810.40

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

NOV 17 1939

November 16, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 190-I (2), the Bear Canyon Section of the Pacific Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise the project for bids.

Concurrence in award of contract will be withheld pending approval of the 1940 Regular Federal Aid Program.

Very truly yours,

W. H. LYNCH
District Engineer

By F.E. Andrews
F. E. Andrews
Sr. Highway Engineer

November 10, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and three copies of right of way statement to accompany plans and specifications for the Bear Canyon Section, Project No. FA 190-I (2).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

Federal Aid Project
No. 190-I (2)

BEAR CANYON SECTION OF THE
PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon
November 10, 1939

50	cu. yds.	Trench Excavation	$ 1.25	$ 62.50
1,400	" "	Excavation, Single Classification	.35	490.00
700	yd. mi.	Truck Haul	.12	84.00
200	lin. ft.	6" Perforated Metal Pipe	.80	160.00
45	cu. yds.	Rock Backfill in Drains	2.00	90.00
2,020	lin. ft.	Cable Guard Fence	1.00	2,020.00
30	only	Wood Sight Posts	2.00	60.00
4,600	cu. yds.	4½" - 2" Rock in Base	1.15	5,290.00
2,780	" "	3/4" - 0" " " " & Shoulders	1.25	3,475.00
80	" "	Filler	.40	32.00
160	yd. mi.	Hauling Filler	.15	24.00
170	M-gals.	Sprinkling	2.00	340.00
0.73	mile	Preparation of Base	100.00	73.00
1,150	cu. yds.	Mineral Aggregate in Place	2.25	2,587.50
70	tons	Asphalt in Place	19.00	1,330.00
9	"	Emulsified or RC-3 Asphalt in Seal Coat	20.00	180.00
			Subtotal	$16,298.00
			10% Engr. & Cont.	1,629.80
			Total.......	$17,927.80

Length - 0.727 miles
Cost per mile $24,659.97

Federal Aid Funds- -	$10,760.00
State Funds- -	7,167.80
	$17,927.80

BEAR CANYON SECTION

PROJECT NO. FA 190-I (2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

November 10, 1939

CONTRACT# [redacted] 2249

FA 190-J-2 Bear Canyon-California Line 1939
Sec., Pacific Hwy.
2249

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 8

IN YOUR REPLY PLEASE
REFER TO FILE No.________

December 6, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAP 190-J (2), Bear Canyon-California Line Section of the Pacific Highway ________________, was made by a representative of this office on November 25, 1940. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Jon

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190-J-2

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
District No. 1
POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE NO. Ore. FAP 190-J (2)
Bear Canyon-California Line
Pacific Highway

July 25, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Jron

Wa4pr-6369

Form P. R. 2

State Oregon

Federal Aid Project No. 190-J(2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 7th day of June, 1940

by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 9th day of November, 1932, a project statement, which was approved on the 17th day of December, 1932, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section J(2) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 20th day of November 1939; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of thirty-four thousand, five hundred ninety and 00/100 dollars ($34,590.00) as the share of the United States payable under said act on account of Section J(2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 695+00 in the NE 1/4 of Section 4, T. 41 S., R. 2 E., W.M., the south end of Sec. 1 of said project, and survey station 863+71 at the California state line in Sec. 17, T. 41 S., R. 2 E., W. M.

, length 3.194 miles, in Jackson County, being Section 1(2) of Oregon Federal Aid project No. 190, consisting of 3.194 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~[illegible]~~

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section J(2) of said project shall not in any event exceed the sum of thirty-four thousand, five hundred ninety and 00/100 dollars ($34,590.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of fifty-seven thousand, six hundred forty-seven and 70/100 dollars ($57,647.70), the approved total estimated cost of Section J(2) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 529, laws 1939.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112,

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ________ day of JUL 9 1940, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11379

RECEIVED
AGENCY
TRATION

Form PR. 8—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. 190-J(2) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $57,647.70 as the total estimated cost of said project, and the sum of $34,590.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of JUL 9 1940 one thousand nine hundred and ______

FEDERAL WORKS ADMINISTRATOR,

By W J O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10120

190-J-2

(Stencil #28)

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AUG 20 1940
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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
STATE HIGHWAY COMMISSION

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon FAP 190-J (2)
Bear Canyon-California Line Sec.
Pacific Highway

May 28, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Sr. Highway Engineer

Jror

RECEIVED
JUL 19 1940
FOR FILING

190-J-2

April 15, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Bear Canyon-California Line Section, Project No. FA 190-J (2).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 190-J (2)

BEAR CANYON-CALIFORNIA LINE SECTION OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 5, 1940

320	cu. yds.	Trench Excavation	$ 5.00	$ 1,600.00
2,000	cu. yds.	Excavation, Single Classif.	.20	400.00
1,000	yd. mi.	Truck Haul	.10	100.00
1,300	lin. ft.	6" Perforated Metal Pipe	.65	845.00
285	cu. yds.	Rock Backfill in Drains	1.00	285.00
2,640	lin. ft.	Cable Guard Fence	1.10	2,904.00
205	only	Wood Sight Posts	2.00	410.00
20,240	cu. yds.	4½" - 2" Rock in Base	.85	17,204.00
12,250	cu. yds.	3/4" - 0" Rock in Base and Shoulders	.90	11,025.00
350	cu. yds.	Filler	.10	35.00
700	yd. mi.	Hauling Filler	.10	70.00
760	M-gal.	Sprinkling	1.50	1,140.00
3.19	miles	Preparation of Base	100.00	319.00
5,060	cu. yds.	Mineral Aggregate in Place	2.00	10,120.00
308	tons	Asphalt in Place	17.00	5,236.00
42	tons	Emulsified or RC-3 Asphalt in Seal Coat	17.00	714.00
			Subtotal	$ 52,407.00
			10% Engr. & Cont.	5,240.70
			Total	$ 57,647.70

Length	3.194 miles
Cost per mile	$ 18,048.74

Federal Aid Funds- -	$ 34,590.00
State Funds- -	23,057.70
	$ 57,647.70

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

November 10, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and three copies of right of way statement for the Bear Canyon-California Line Section, Project No. FA 190-J (2).

Five bid proposals and five sets of blueprint plans are being sent under separate cover. Copies of revised title sheet showing the correct title will be sent to you Monday.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department Federal Aid Project No. 190-J (2)

BEAR CANYON-CALIFORNIA LINE SECTION
OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 10, 1939

320	cu. yds.	Trench Excavation	$ 1.25	$ 400.00
2,000	cu. yds.	Excavation, Single Classif.	.35	700.00
1,000	yd. mi.	Truck Haul	.12	120.00
1,300	lin. ft.	6" Perforated Metal Pipe	.80	1,040.00
285	cu. yds.	Rock Backfill in Drains	2.00	570.00
2,640	lin. ft.	Cable Guard Fence	1.00	2,640.00
205	only	Wood Sight Posts	2.00	410.00
20,240	cu. yds.	4½" - 2" Rock in Base	1.15	23,276.00
12,250	cu. yds.	3/4" - 0" Rock in Base and Shoulders	1.25	15,312.50
350	cu. yds.	Filler	.40	140.00
700	yd. mi.	Hauling Filler	.15	105.00
760	M-Gal.	Sprinkling	2.00	1,520.00
3.19	miles	Preparation of Base	100.00	319.00
5,060	cu. yds.	Mineral Aggregate in Place	2.25	11,385.00
308	tons	Asphalt in Place	19.00	5,852.00
42	tons	Emulsified or RC-3 Asphalt in Seal Coat	20.00	840.00
			Subtotal	$ 64,629.50
			10% Engr. & Cont.	6,462.95
			Total	$ 71,092.45

Length 3.194 miles
Cost per mile $ 22,258.12

Federal Aid Funds- -	$ 42,660.00
State Funds- -	28,432.45
	$ 71,092.45

BEAR CANYON-CALIFORNIA LINE SECTION

PROJECT NO. FA 190-J (2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

November 10, 1939

CONTRACT #2250

21-1208 Hebo-Oceanlake Rock Prod. 1939
Proj., Oregon Coast & Salmon
River Hwys. Folder # 2

MAR 26 1942
FOR FILING
21-1208

March 24, 1942

Mr. Warren M. Bruce
Manager, Surety Department
Continental Casualty Company
1120-1411 Fourth Avenue Bldg.
Seattle, Washington

Dear Sir:

This acknowledges your letter of March 17, 1942, enclosing a copy of the order of the Superior Court of the State of Washington for King County receipting payment of the claim of the Texaco Company against the Washington Hauling Company, which claim arises out of the Washington Hauling Company's contract with the Oregon State Highway Commission, No. 2250, for the Hebo-Ocean Lake Rock Production Project on the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

In view of this receipt and the fact that we have no knowledge of other outstanding claims, except that of the Superior Typewriter Service in the amount of $57.50, we are today authorizing the release of the final warrant in payment of this job. This warrant will be sent direct to you as assignee of the Washington Hauling Company.

Very truly yours,

Secretary

HBG:AM

cc - Parker H. Lyman
609 Wilcox Bldg.
Portland, Oregon

cc - Mr. Banks

REFERRED TO
DeSart
BY SECRETARY

NOTED
D. DeSart

H. A. BEHRENS
CHAIRMAN OF THE BOARD

ROLLIN M. CLARK
SECRETARY

CONTINENTAL CASUALTY COMPANY

CHICAGO

L. G. GREWE, MANAGER

NORTHWEST BRANCH OFFICE
1120—1411 - 4TH AVE. BLDG.
SEATTLE, WASHINGTON
TELEPHONE MAIN 7410

WARNER M. BRUCE, MANAGER
SURETY DEPARTMENT

March 17, 1942

Oregon State Highway Commission
Salem, Oregon

Re: S.D.17989, Washington Hauling Co.
-to- State of Oregon

Attention: H. B. Glaisyer, Secretary

Dear Mr. Glaisyer:

I thank you for your letter of the 4th instant. We have settled the claim of the Texaco Company and enclose copy of receipt, release and assignment for your information. The claim of Superior Typewriter Service in the sum of $57.50 we clearly do not owe. It is the claim for the balance due on a typewriter and adding machine sold to the Washington Hauling Company.

We understand an attempt was made at repossesion which was unsuccessful. Neither the typewriter nor the adding machine were the type of equipment which would be consummed on this job, but it is patent that they were purchased by the contractor for use in connection with this contract and any other future work that the contractor might have during the life of the equipment, which certainly would be several years. For the reasons above stated, we do not think that the payment of that claim should be made a condition precedent to the release of the final warrant.

If you do not agree with our conclusion, then we suggest that you retain a sufficient amount to take care of this claim and forward us warrant for the balance, you to retain that amount until the question of our liability can be ascertained.

Your early reply will be appreciated.

Very truly yours,

Warner M. Bruce

Superintendent

WMB:as
cc Parker Lyman, Portland, Ore.
cc E. M. Kincy, Surety Claim Dept.

6-26 - 40 Texaco, [illegible] in [illegible] # 857.74

[illegible] 1942

ANSWERED
H. B. GLAISYER

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

FOR KING COUNTY

BENJAMIN B. COLE, INC., a corporation, Plaintiff, vs. E. E. ROCKEY and JANE DOE ROCKEY, his wife, and GLEN ROCKEY and JANE DOE ROCKEY, his wife, doing business as E. E. ROCKEY & SON and also as WASHINGTON HAULING CO. Defendants.	No. 331418 RECEIPT, RELEASE AND ASSIGNMENT

Received of the CONTINENTAL CASUALTY COMPANY FIFTY and no/100 ($50.00) DOLLARS in full settlement of all claims against the Continental Casualty Company in favor of the undersigned on account of material furnished or labor performed in connection with Contract #2250 known as the Salmon River-Hebo-Ocean Lake Section of Oregon, Oregon State Highway Contract and in consideration of the said payment and for other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Benjamin B. Cole, Inc., a corporation, judgment creditor of the above entitled action, hereby transfers and assigns its interest in the judgment entered in the above entitled action to the extent of SIX HUNDRED FORTY THREE and 30/100 ($643.30) DOLLARS and to that extent only and the said judgment creditor hereby authorizes and subrogates the said Continental Casualty Company to every right which the undersigned may have against the said E. Rockey and G. Rockey, doing business as Washington Hauling Company and further assigns over to Continental Casualty Company any claim in favor of the undersigned or either of them any funds in the hands of the State of Oregon or the State of Oregon Highway

Commission by reason of any money earned or due to the said E. Rookey and G. Rookey, doing business as Washington Hauling Company, under said contract to the extent of this assignment.

DATED at Seattle, Washington this_____ day of March, 1942.

BENJAMIN B. COLE, INC.

By Benjamin B. Cole,
Its President

THE TEXAS COMPANY

BY W. A. Smith
Its Authorized agent.

STATE OF WASHINGTON)
COUNTY OF KING) SS.

On this 6 day of March, 1942, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, Benjamin B. Cole, to me known to be the President of Benjamin B. Cole, Inc. the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Henry Ivers
Notary Public in and for the State of Washington, residing at Seattle.

STATE OF WASHINGTON)
COUNTY OF KING) SS.

On this 6 day of March, 1942, before me, the undersigned, a Notary Public in and for the State of Washington, duly commission and sworn, personally appeared W. A. Smith to me known to be the Credit Manager of The Texas Company, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

A. McPherson
Notary Public in and for the State of Washington, residing at Seattle,

MAR 5 1942

FOR FILING

21-1204

March 4, 1942

Mr. Warren M. Bruce, Superintendent
Continental Casualty Company of Chicago
1411 Fourth Avenue Building
Seattle, Washington

Dear Sir:

Reference is made to your letter of March 2, directed to the attention of our Mr. C. H. Maison, Accounting Division, in which you ask for a release of the final warrant for work performed by the Washington Hauling Company in connection with its contract No. 2250, for the Hebo-Ocean Lake Rock Production Project on the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties. The final payment is in the amount of $1,572.75.

As stated in my previous letter, we will be pleased to release this warrant as soon as we are furnished with satisfactory evidence to the effect that the remaining outstanding claims against this job, viz., that of the Texaco Company and of the Superior Typewriter Service, have been paid. We are not at liberty to release the warrant until we have receipts showing these accounts settled.

This final payment will be made in favor of the Washington Hauling Company, assigned to the Continental Casualty Company and will be mailed direct to you in accordance with previous understanding and agreement.

Very truly yours,

Secretary

HBG:AM

NOTED
D. DeSart

IDENT

H. A. BEHRENS
CHAIRMAN OF THE BOARD

ROLLIN M. CLARK
SECRETARY

CONTINENTAL CASUALTY COMPANY

CHICAGO

NORTHWEST CLAIM DEPARTMENT
1411 FOURTH AVENUE BLDG.
SEATTLE, WASHINGTON

WARNER M. BRUCE
SUPERINTENDENT

JACK R. WEGNER
ADJUSTER

MAR 3 - 1942

REFERRED TO
H B Glaisyer

March 2nd, 1942

R. H. Baldock,
Chief Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Attention: C.H.Maison,
Accounting Div.

Re: 11307- 1940
Washington Hauling Co.
SD#423-H.O.#17989

Gentlemen:

This will acknowledge receipt of your letter of February 26th enclosing warrant No. 183787 for $2,578.38 in favor of the Washington Hauling Company and endorsed to Continental Casualty Company, for which please accept our thanks.

It is our understanding that there is still due approximately $1500.00 or $1600.00 representing final estimate and retainage. We would appreciate receiving a warrant for the balance due under the contract at the earliest possible date. Since the contract was assigned to us, we would appreciate your making the check payable direct to Continental Casualty Company.

Very truly yours,

Warner M. Bruce

Superintendent.

WMB:ca

ANSWERED
H. B. GLAISYER

RECEIVED
FEB 27 1942
FOR FILING
21-1208

REFERRED TO [illegible]
BY SECRETARY
note in diary

February 26, 1942

Mr. Parker H. Lyman, Resident Agent,
Continental Casualty Company
609 Wilcox Building
Portland, Oregon

Dear Sir:

A few days ago you phoned me requesting certain information concerning the release of the final amounts due the Washington Hauling Company in connection with its contract, No. 2250, for the Hebo-Ocean Lake Rock Production Project on the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

I have not written you sooner because of the necessity to consult with our Attorney with respect to certain features and he has been away from the office most of the time since you phoned. I hope the delay, however, has not caused you any undue inconvenience.

The only outstanding claims of record in this office against this job are those of the Texaco Oil Company, in the amount of $857.74, and the Superior Typewriter Company, in the amount of $57.50. The Texaco Company's claim was filed in the office of the Secretary of State on June 27, 1940, and was filed in the office of the State Highway Commission on the same date.

According to our records there is still due and payable to the contractor, for work performed in connection with this project, the sum of $4,151.13. This is made up by two warrants, one in the amount of $2,578.38 and the other in the amount of $1,572.75. We have been holding both of these warrants, pending payment of outstanding claims against the job and release of the same by our Legal Department.

Due to the fact that the aggregate of the outstanding claims, of which we have knowledge, is less than the amount of the smaller of these two warrants, we are instructing our auditor to release today the warrant for $2,578.38.

Upon advice from our Attorney it will be necessary for us to continue to hold the other warrant pending satisfactory disposal of the claims of the Texaco Company and the Superior Typewriter Company. The Highway Commission should be furnished with receipted bills of these claims, as were furnished in connection with the other claims.

Very truly yours,

Secretary

HBG:AM
cc-Mr Haake

NOTED
D. DeSart

2250

2/16/42

DeSart

What outstanding claims are there against the "Rocky" contract? (Texaco & Superior Typewriter N.G.)

How much is still due on the contractor on this job? ($4,151.13)

warrant ready now
final not ready

$$\begin{array}{r} 2578.38 \\ 1572.75 \\ \hline \$4151.13 \end{array}$$

Are there any "hold ups" of payments of final estimates? (NO)

(6-27-40) (6-27-40)

([illegible])

When was Texaco Co. claim filed and the amount thereof? ($857.74)

not answer pending conference with legal re releasing all or part of retained money

609 Wilcox Bldg

Lyman Contracting Co.

Rorbey.

Bills paid except Typewriter 50.00 ±

Texaco claim not settled — $800 ±

check file & see if all bills paid

Later Texaco lien filed
write Lyman
balance

RECEIVED
JAN 10 1942
FOR FILING

21-1208

January 9, 1942

Benjamin B. Cole, Inc.
719 Second Avenue Building
Seattle, Washington

Gentlemen:

Your letter of January 6 addressed to the Secretary of State has been forwarded to this office for answer.

Our records show that your claim against Washington Hauling Company, for material furnished them on their contract No. 2250, was filed with the Secretary of State on June 26, 1940. Contract No. 2250 was accepted by the Highway Commission on January 10, 1941.

Since your claim was filed prior to the expiration of the six months' period immediately following the acceptance of this work, in accordance with Chapter 517, Oregon Laws, 1939, mimeographed copy of which is enclosed, we believe that your client is entitled to make claim for its outstanding account against the bonding company, Continental Casualty Company, whose resident agent is Parker H. Lyman, 609 Wilcox Building, Portland.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DOD:RS

NOTED
D. DeSart

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

January 8, 1942

Benjamin B. Cole Inc.
719 Second Ave. Bldg.
Seattle, Washington

COPY

Gentlemen: Your No. 59811

Acknowledgment is made of your letter of January 6th relative to the notice of claim by The Texas Company against the bond taken from Washington Hauling Company and Continental Casualty Company which was filed in this office on June 27, 1940.

As the Oregon State Highway Commission has custody of all bonds, contracts, etc. covering highway construction work, your letter is being referred to that department for attention.

Very truly yours,

S:FM

Secretary of State

cc Highway Commission
Salem, Oregon

RECEIVED
JAN 8 - 1942
OREGON
STATE HIGHWAY COMMISSION

BENJAMIN B. COLE, INC.
DIVISION OF LEDGER MANAGEMENT
COMMERCIAL ACCOUNTS
719 2ND AVENUE BUILDING
MAIN 2751
SEATTLE

PORTLAND OFFICE
MEAD BUILDING
BEACON 3132

BENJAMIN B. COLE
MANAGER

SAN FRANCISCO
LOS ANGELES
CLEVELAND
PORTLAND
NEW YORK
CHICAGO
SEATTLE
BOSTON

59811

1-6-42

Secretary of State
Salem, Oregon

Gentlemen:

Re Texas Co
Vs E E & Glen Rockey

Materials were furnished by the Texas Co. whom we represent, up to May 8, 1940, for E E & Glen Rockey doing business as the Washington Hauling Co. for use on contract #2250, at Neskowin Oregon. There is owing the sum of $857.74. Notice of claim was sent to your office on June 26, 1940, as per attached copy of letter. On June 25, 1940 the Continental Casualty Co. at Seattle was advised of this claim. Will you please inform us if the bond is still in effect and whether our client is entitled to make claim of the bonding company for non payment by Rockey. Appreciating the courtesy of a reply, we are

Yours truly

BENJAMIN B COLE INC

BBC:sml

JAN 8 1942
EARL SNELL

RECEIVED
JAN 8 - 1942
OREGON
STATE HIGHWAY COMMISSION

copy

JAN 8 1942
EARL SNELL

RECEIVED
JAN 8 - 1942
OREGON
STATE HIGHWAY COMMISSION

June 26, 1940

E. E. & GLEN ROCKEY
WASHINGTON HAULING COMPANY
Oregon State Highway
Contract #2250
Hebo-Ocean Lake - $857.74

Secretary of State
State of Oregon
Salem Oregon

Dear Sir:

Notice is hereby given that the undersigned has a claim for petroleum products delivered to subject contractors, in the sum of $857.74, against the bond taken from Continental Casualty Company, Seattle, Washington, for the work of said contractors on State of Oregon Highway Department Contract #2250, described as Oregon Coast and Salmon River, Hebo-Ocean Lake section.

Very truly yours,

THE TEXAS COMPANY

W. A. SMITH

ACJ:CP

copy

RECEIVED
JAN 8 1942
EARL SNELL

RECEIVED
JAN 8 - 1942
OREGON
STATE HIGHWAY COMMISSION

21-1208

2250

H. P. CORNELIUS
PRESIDENT

H. A. BEHRENS
CHAIRMAN OF THE BOARD

ROLLIN M. CLARK
SECRETARY

CONTINENTAL CASUALTY COMPANY

CHICAGO

PARKER H. LYMAN
MGR. CLAIM DEPT.

OREGON CLAIM DEPT.
809 WILCOX BLDG.
PORTLAND, OREGON

December 9, 1941

Oregon State Highway Commission,
Salem, Oregon

RECEIVED
DEC 12 1941
STATE HIGHWAY COMMISSION

Att'n H. B. Glaisyer

Gentlemen:

Re: Washington Hauling Co.

For the completion of your file we are enclosing herewith the following releases and assignments.

General Petroleum Corporation of California
Newport Machine Shop
State Industrial Accident Commission

The Texaco Company claim has not as yet been settled, however, the necessary release and assignment will be forwarded as soon as the matter has been brought to a conclusion. The claim of $57.50 filed by the Superior Typewriter Service is a balance on a conditional sales contract executed by Rockey in favor of the Typerwriter Service Company covering the purchase of a typewriter and adding machine. These items, of course, would not be lienable inasmuch as they are equipment which was ~~not~~ substantially consumed on this particular job. As a matter of fact, Mr. Rockey informed me that he still has both the machines, and one of them has been rented for $5.00 per month.

The claim which was handled by Bningfield and Grant, attorneys at Marshfield, was a labor claim made by Clarence Rockey. Suit was filed in this case and settlement was effected and we have already forwarded you release and assignment executed by Mr. Rockey. So far as we can ascertain the only legitimate claim outstanding is the claim of the Texaco company.

The Chain Belt Company apparently did not file their claim with your department although we effected settlement in the amount of $22.12.

Yours very truly,

Parker H. Lyman

PHL ET

everything is checked off
except the Texaco Company. FC

REFERRED TO
BY SECRETARY

[illegible]

COMPROMISE, RELEASE AND ASSIGNMENT

THAT WHEREAS, GENERAL PETROLEUM CORPORATION OF CALIFORNIA, did during the year 1940 furnish petroleum products to E. E. Rockey and Glenn Rockey, a co-partnership doing business as the Washington Hauling Company, and

WHEREAS it is claimed by the undersigned that there is due and owing from the said E. E. Rockey and Glenn Rockey the sum of $1,738.78, but that said sum is disputed by the said E.E.Rockey and Glenn Rockey, and

WHEREAS the said E.E.Rockey and Glenn Rockey did heretofore enter into a contract and agreement with the State Highway Commission, under and by the terms of which said E. E. Rockey and Glenn Rockey did agree to furnish crushed rock to the Oregon State Highway Commission, among other things, being contract No. 2250, and said rock to be used on what is known as the Salmon River-Hebo-Ocean Lake Section of Oregon, and

WHEREAS the Continental Casualty Company did make, execute and deliver its surety bond guaranteeing the performance by said E. E. Rockey and Glenn Rockey of said contract, and the payment of labor and material used in and upon said work, and

NOW, THEREFORE, IT IS CONTRACTED AND AGREED by and between the said General Petroleum Corporation of California, the undersigned, that for and in consideration of the sum of $1443.19, paid to the General Petroleum Corporation of California by the Continental Casualty Company, the receipt whereof is hereby acknowledged, does forever acknowledge full satisfaction of any and all claims or rights of action which the undersigned may now, or hereafter have against the said Continental Casualty Company by reason of its execution of said surety bond for the said E. E. Rockey and the said Glenn Rockey, and the undersigned hereby waives and releases unto the said Continental Casualty Company any and all claims which he may now have, or may hereafter have against any fund in the hands of the State of Oregon, or the State Highway Commission of the State of Oregon, by reason of any money earned, or due the said E.E.Rockey and Glenn Rockey, and the undersigned hereby transfers, assigns and sets over unto the Continental Casualty Company all claims, rights of action and interest which the undersigned may have against E. E. Rockey and Glenn Rockey, to the extent of this payment, namely $1443.19, and hereby authorizes and subrogates the said Continental Casualty Company to every right which the undersigned may have against the said E. E. Rockey and the said Glenn Rockey, to the extent of this payment.

WHEREAS the undersigned has filed a claim against the fund in the hands of the State Highway Commission, of the State of Oregon, earned by the said E.E. Rockey and Glenn Rockey under said contract, it is specifically

CONTRACTED AND AGREED by the undersigned that said claim is hereby waived, released and withdrawn.

Dated at Los Angeles, Cal. This 25th day of March 1941

GENERAL PETROLEUM CORPORATION OF CALIFORNIA

Vice President

Tom Paul

Assistant Secretary

Witness: A. McIntosh

COMPROMISE, RELEASE AND ASSIGNMENT

THAT WHEREAS, W. F. THOMAS & SON, doing business under the firm name and style of NEWPORT MACHINE SHOP, did during the year 1940 furnish conveyor pulleys and labor for E. E. Rockey and Glenn Rockey, a co-partnership doing business as the Washington Hauling Company, and

WHEREAS it is claimed by the undersigned that there is due and owing from the said E. E. Rockey and Glenn Rockey the sum of $25.55, but that said sum is disputed by the said E.E. Rockey and Glenn Rockey, and

WHEREAS the said E. E. Rockey and Glenn Rockey did heretofore enter into a contract and agreement with the State Highway Commission, under and by terms of which said E. E. Rockey and Glenn Rockey did agree to furnish crushed rock to the Oregon State Highway Commission, among other things, being contract No. 2250, and said rock to be used on what is known as the Salmon River-Hebo-Ocean Lake Section of Oregon, and

WHEREAS the Continental Casualty Company did make, execute and deliver its surety bond guaranteeing the performance by said E. E. Rockey and Glenn Rockey of said contract and the payment of labor and material used in and upon said work, and

NOW, THEREFORE, IT IS CONTRACTED AND AGREED by and between the said W. F. Thomas & Son, the undersigned, doing business under the firm name and style of Newport Machine Shop, that for and in consideration of the sum of $19.75, paid to W. F. Thomas and Son by the Continental Casualty Company, the receipt whereof is hereby acknowledged, does forever acknowledge full satisfaction of any and all claims or rights of action which the undersigned may now, or hereafter have against the said Continental Casualty Company by reason of its execution of said surety bond for said E. E. Rockey and Glenn Rockey, and the undersigned hereby waives and releases unto the said Continental Casualty Company any and all claims which he may now have, or may hereafter have against any fund in the hands of the State of Oregon, or the State Highway Commission of the State of Oregon, by reason of any money earned, or due the said E. E. Rockey and Glenn Rockey, to the extent of this payment, namely, $19.75, and hereby authorizes and subrogates the said Continental Casualty Company to every right which the undersigned may have against the said E. E. Rockey and Glenn Rockey, to the extent of this payment.

WHEREAS the undersigned has filed a claim against the fund in the hands of the State Highway Commission, of the State of Oregon, earned by the said E. E. Rockey and Glenn Rockey under said contract, it is specifically

CONTRACTED AND AGREED by the undersigned that said claim is hereby waived, released and withdrawn.

Dated at ~~April 2~~ Newport this 23 day of April 1941

NEWPORT MACHINE SHOP
O. G. Thomas

Witness:
W F Thomas

RELEASE AND ASSIGNMENT

THAT WHEREAS, E. E. Rockey and Glenn Rockey, a co-partnership doing business as the washington Hauling Company failed to pay contributions due the State Industrial Accident Fund, and

WHEREAS, it is claimed by the State Industrial Accident Fund that there is due and owing from the said E.E.Rockey and Glenn Rockey the sum of $398.14,

WHEREAS the said E. E. Rockey and Glenn Rockey did heretofore enter into a contract and agreement with the State Highway Commission, under and by the terms of which said E.E.Rockey and Glenn Rockey did agree to furnish crushed rock to the Oregon State Highway Commission, among other things, being contract No. 2250, and said rock to be used on what is known as the Salmon River-Hebo-Ocean Lake Section of Oregon, and

WHEREAS the Continental Casualty Company did make, execute and deliver its surety bond guaranteeing the performance by said E. E. Rockey and Glenn Rockey of said contract, and the payment of labor and material used in and upon said work, and

NOW, THEREFORE, IT IS CONTRACTED AND AGREED by and between the said State Industrial Accident Fund, the undersigned, that for and in consideration of the sum of $398.14, paid by the Continental Casualty Company, the receipt whereof is hereby acknowledged, does forever acknowledge full satisfaction of any and all claims or rights of action which the undersigned may now, or hereafter have against the said Continental Casualty Company by reason of its execution of said surety bond for the said E.E.Rockey and the said Glenn Rockey, and the undersigned hereby waives and releases unto the said Continental Casualty Company any and all claims which he may now have, or may hereafter have against any fund in the hands of the State of Oregon, or the State Highway Commission of the State of Oregon, by reason of any money earned, or due the said E.E.Rockey and Glenn Rockey, and the undersigned hereby transfers, assigns and sets over unto the Continental Casualty Company all claims, rights or action and interest which the undersigned may have against E.E.Rockey and Glenn Rockey to the extent of this payment and hereby authorizes and subrogates the said Continental Casualty Company to every right which the undersigned may have against the said E.E.Rockey and the said Glenn Rockey to the extent of this payment.

Dated at Salem Ore this 3rd day of Dec 1941

State Industrial Acc Com
[illegible] White Asst Com'r.
Signed

Witness
W L Meeker

R

RECEIVED
NOV 19 1941
FOR FILING

21-1208

November 18, 1941

Honorable Earl Snell
Secretary of State
Capitol

Dear Sir:

This acknowledges receipt of your letter of November 17, enclosing three copies of a Notice of Claim, in the amount of $398.14, filed by the State Industrial Accident Commission against the bond taken from the Washington Hauling Company in connection with its contract with the State Highway Commission, No. 2250, for furnishing crushed rock on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways.

We have noted this claim in our records of this job and will today forward to the surety a copy of the notice thereof.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

NOTED
D. . DeSart

R

RECEIVED
NOV 19 1941
FOR FILING

21-1208

November 18, 1941

Continental Casualty Company
Parker H. Lyman, Agent
609 Wilcox Building
Portland, Oregon

Gentlemen:

We have received through the office of the Secretary of State copies of a notice of claim, in the amount of $398.14, filed by the State Industrial Accident Commission against the bond taken from the Washington Hauling Company for furnishing crushed rock on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties, being state highway contract No. 2250,

Inasmuch as you are surety for the contracting firm on this job, we hand you herewith, for your information and such action as is necessary, a copy of this notice of claim.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

NOTED
D. C. DeSart

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

November 17, 1941

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There are enclosed for your information and files, three copies of a notice of claim by State Industrial Accident Commission for $398.14 against the bond taken from Washington Hauling Company, principal, and Continental Casualty Co. surety, for work on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, contract 2250, which was received and filed today.

Please acknowledge receipt of the copies in order to complete our files.

Very truly yours,

Secretary of State

S:FM
encs. 3

COPY

November 15, 1941

To - STATE OF OREGON

Earl Snell
Secretary of State

Notice is hereby given that the undersigned, State Industrial Accident Commission, has a claim for contributions due the State Industrial Accident Fund in the sum of $398.14 against the bond taken from Washington Hauling Company as principal and the Continental Casualty Company as surety for the work of furnishing crushed rock on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, which work was let by the State Highway Department under contract No. 2230.

STATE INDUSTRIAL ACCIDENT COMMISSION

L R White

By L. R. White
Asst. Commissioner.

Endorsed: File No. 3004
Filed Nov. 17, 1941
EARL SNELL, Secretary of State

RECEIVED
NOV 21 1941

17 1941

STATE INDUSTRIAL ACCIDENT COMMISSION
WORKMEN'S COMPENSATION LAW
SALEM, OREGON

C. M. RYNERSON, CHAIRMAN
T. MORRIS DUNNE
L. O. ARENS
COMMISSIONERS

ADDRESS ALL COMMUNICATIONS
TO THE COMMISSION AND
IN REPLY REFER TO
L. R. White:

November 15, 1941

21-1208

Oregon State Highway Commission,
State Office Building,
Salem, Oregon.

Re: 98107 - Washington Hauling Co.

Gentlemen:

You will find enclosed a copy of notice which is today being forwarded to the Secretary of State in compliance with the provisions of Section 98-101, O. C. L. A.

Very truly yours,

STATE INDUSTRIAL ACCIDENT COMMISSION.

L R White

L. R. White,
Asst. Commissioner.

LRW:LS
Enc.

NOTED
D. [illegible]. DeBart

November 15, 1941

To - STATE OF OREGON

Earl Snell
Secretary of State

Notice is hereby given that the undersigned, State Industrial Accident Commission, has a claim for contributions due the State Industrial Accident Fund in the sum of $398.24 against the bond taken from Washington Hauling Company as principal and the Continental Casualty Company as surety for the work of furnishing crushed rock on the Nebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, which work was let by the State Highway Department under contract No. 2250.

STATE INDUSTRIAL ACCIDENT COMMISSION

By L. R. White
Asst. Commissioner.

COPY

R

RECEIVED
NOV 15 1941
FOR FILING

21-1208

November 13, 1941

Continental Casualty Company
Parker H. Lyman, Agent
609 Wilcox Building
Portland, Oregon

Gentlemen:

We are enclosing a copy of a statement of indebtedness filed with this office by the State Industrial Accident Commission showing an amount due that Commission of $398.14.

When this claim has been satisfied, will you please furnish this office with a release.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DO/mm

cc - E. E. Rockey
c/o First National Bank
Enumclaw, Washington

NOTED
D. C. DeSart

November 13, 1941

State Industrial Accident Commission
State Office Building
Salem, Oregon

Attention: L. R. White

Gentlemen:

We acknowledge receipt of your letter of November 7, transmitting a certified statement of indebtedness of the Washington Hauling Company, covering payroll contributions in connection with their contract No. 2250 for furnishing crushed rock on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways.

We are sending a copy of this certificate of indebtedness to the Continental Casualty Company, whose resident agent is Parker H. Lyman, 609 Wilcox Building, Portland, surety on this job, and are also calling the attention of the contractor to this claim.

We presume that you have filed your claim with the Secretary of State in accordance with the law, as well as notifying this department. We advise that you notify the surety of your claim, notwithstanding the fact that we are calling it to their attention.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD/mm

NOTED
D. [illegible]. DeSart

STATE INDUSTRIAL ACCIDENT COMMISSION
WORKMEN'S COMPENSATION LAW
SALEM, OREGON

C. M. RYNERSON, CHAIRMAN
T. MORRIS DUNNE
L. O. ARENS
COMMISSIONERS

ADDRESS ALL COMMUNICATIONS
TO THE COMMISSION AND
IN REPLY REFER TO
L. R. White

RECEIVED
NOV 10 1941
STATE HIGHWAY COMMISSION

November 7, 1941

State Highway Commission,
State Office Building,
Salem, Oregon

Attention: D. G. DeSart

Gentlemen: Re: 98107 - Washington Hauling Co.

Referring to our telephone conversation regarding the above captioned account, we understand that you are holding funds due this firm until the bonding company has settled all outstanding accounts.

For your reference we are enclosing a certified statement of their indebtedness to this Commission, in duplicate, as we presume that you will wish to deliver a copy to the bonding company.

Assuring you of our appreciation of the continued cooperation given this department in situations of this kind, we are

Very truly yours,

STATE INDUSTRIAL ACCIDENT COMMISSION.

L. R. White

L. R. White,
Asst. Commissioner.

LRW:LS
Encls.

REFERRED TO DeSart
BY SECRETARY

CERTIFICATE

STATE OF OREGON)
) ss.
County of Marion)

I, L. R. White, Assistant Commissioner of the State Industrial Accident Commission of Oregon, do hereby certify that the attached statement amounting to Three Hundred Ninety-Eight Dollars and Fourteen Cents, ($398.14), is the true amount of contributions due the State Industrial Accident Commission covering contributions that accrued on the payrolls of the Washington Hauling Company, a copartnership consisting of Everett E. and Glenn E. Rockey, in connection with the furnishing of six thousand cubic yards of crushed rock in stock piles on the Hebo-Ocean Lake Rock Production Project.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, this 6th day of November, 1941.

L R White

L. R. White, Assistant Commissioner
State Industrial Accident Commission
of Oregon.

November 7, 1941

Mr. Parker H. Lyman
Manager, Claim Department
Continental Casualty Company
609 Wilcox Building
Portland, Oregon

Dear Sir:

This acknowledges your letter of November 6 inclosing release from the State Unemployment Compensation Commission of its claim against the Washington Hauling Company. I wish to thank you for the same.

I am wondering whether or not this is the claim that you mentioned when you were last in my office. You stated that you had a claim from the Industrial A cident Commission. Of course that is another department although the Commissioners are the same.

For your information I might say that I have been advised that the State Industrial Accident Commission also has a claim against the Washington Hauling Company although it has not as yet been filed in this office. You advice with respect thereto will be appreciated.

Very truly yours,

HBG:AM

Secretary

REFERRED TO
BY SECRETARY

CORNELIUS
PRESIDENT

H. A. BEHRENS
CHAIRMAN OF THE BOARD

ROLLIN H. CLARK
SECRETARY

CONTINENTAL CASUALTY COMPANY

CHICAGO

PARKER H. LYMAN
MGR. CLAIM DEPT.

OREGON CLAIM DEPT.
609 WILCOX BLDG.
PORTLAND, OREGON

RECEIVED
NOV 7 - 1941
[illegible]

November 6, 1941

State Highway Department
Salem, Oregon

Att'n Mr. Glaiser

Gentlemen:

We have now issued draft in the amount of $103.60 in favor of the State Unemployment Compensation Commission in full payment of their claim under contract bond issued on the Washington Hauling Company. For the completion of your file, we attach hereto the original release and assignment.

Yours very truly,

Parker H. Lyman

PHL ET

Mgr. Claim Dept.

November 5, 1941

Mr. Parker H. Lyman
609 Wilcox Building
Portland, Oregon

Dear Sir:

We have checked the releases left in our office a few days ago with the list of claims filed against the Washington Hauling Company and the Continental Casualty Company, under contract No. 2250, for furnishing crushed rock on the Nebo-Ocean Lake Section of the Oregon Coast Highway and Salmon River Highway, and fail to find releases for the following claims:

See [illegible] letter [illegible]

disputed

not yet settled

General Petroleum Corporation	$1,738.78
Superior Typewriter Service	57.50
Newport Machine Shop	25.55
Texaco Company	857.74

We have not yet received a release from the Accident Commission, which we understood was to be forwarded to this office. Also, Bedingfield & Grant, Attorneys, notified this office that their client has a claim against this work, but they did not give the name of the client or the amount of the claim.

We find one release from the Chain Belt Company covering a disputed claim in the amount of $29.49, which was released in consideration of the payment of $22.12, for which we have no claim filed. Has this claim been filed with the Highway Department under another name?

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGD:RS

NOTED
D. C. DeSart

Releases

Leonard Gra.
Clarence Ruckey
Rand Truck Line
J.R. McReady
Signal Oil Co.
3 Ghrist Boys
Balzer Machinery Co
Ira Groshong
Western Fence & Wire
P.L. Crooks 1,795.86
Marshall-Wells
Hirsch-Weis Manuf. Co.
P.B. Doherty
Linde Air Products Co.
Sunset Tire Corp
Lumber Specialties Inc
J. C. Rogers
L.A. Courtemanche
P.L. Crooks & Co 577 21
Foster Mills Inc.
Unemployment Compensation Commission

None

General Petroleum 1738.78
sales contract Superior Typewriter Service 57^{50}
Newport Machine Shop 25^{55}
Texaco Co. 857.74
Accident Commission 145^{73} not found

6/4/41 Bedingfield & Grant, Atty, amount & claimant not named.

RECEIPT, RELEASE AND ASSIGNMENT

Received of the Continental Casualty Company Fifty and no/100 ($50.00) Dollars in full settlement of all claims against the Continental Casualty Company on account of materials furnished or labor performed in connection with Contract #2250 known as the Salmon River-Hebo-Ocean Lake Section of Oregon, Oregon State Highway Contract, and in consideration of said payment the undersigned hereby transfers, assigns, and sets over unto the Continental Casualty Company all of its rights and causes of action against E.Rockey and G.Rockey doing business as Washington Hauling Company, to the extent of this claim and hereby authorizes and subrogates the said Continental Casualty Company to every right which the undersigned may have against the said E. Rockey and G.Rockey,doing business as Washington Hauling Company; and further assigns unto the Continental Casualty Company its claim against any fund in the hands of the State of Oregon or the State of Oregon Highway Commission by reason of any money earned or due the said E.Rockey and G.Rockey, doing business as Washington Hauling Company,under said Contract.

DATED AT SEATTLE,WASHINGTON this 16th day of October, 1941.

Leonard H. [illegible]

RELEASE AND ASSIGNMENT

THAT WHEREAS, C. J. ROCKEY, an individual, did during the year 1940 perform certain labor for E.E. Rockey and Glenn Rockey, a co-partnership doing business as the Washington Hauling Company, and

WHEREAS it is claimed by the undersigned that there is due and owing from the said E.E.Rockey and Glenn Rockey the sum of $564.80, and

WHEREAS the said E.E. Rockey and Glenn Rockey did heretofore enter into a contract and agreement with the State Highway Commission, under and by the terms of which said E.E.Rockey and Glenn Rockey did agree to furnish crushed rock to the Oregon State Highway Commission, among other things, being contract No. 2250, and said rock to be used on what is known as the Salmon River-Hebo-Ocean Lake Section of Oregon, and

WHEREAS the Continental Casualty Company did make, execute and deliver its surety bond guaranteeing the performance by said E.E.Rockey and Glenn Rockey of said contract, and the payment of labor and material used in and upon said work, and,

NOW, THEREFORE, IT IS CONTRACTED AND AGREED by and between the said C.J.Rockey, the undersigned, that for and in consideration of the sum of $175.00, paid to C. J. Rockey by the Continental Casualty Company, the receipt whereof is hereby acknowledged, does forever acknowledge full satisfaction of any and all claims or rights of action which the undersigned may now, or hereafter have against the said Continental Casualty Company by reason of its execution of said surety bond for the said E.E.Rockey and the said Glenn Rockey, and the undersigned hereby waives and releases unto the said Continental Casualty Company any and all claims which he may now have, or may hereafter have against any fund in the hands of the State of Oregon, or the State Highway Commission of the State of Oregon, by reason of any money earned, or due the said E.E.Rockey and Glenn Rockey, and the undersigned hereby transfers, assigns and sets over unto the Continental Casualty Company all claims, rights of action and interest which the undersigned may have against E.E.Rockey and Glenn Rockey, to the extent of this payment, namely $175.00 and hereby authorizes and subrogates the said Continental Casualty Company to every right which the undersigned may have against the said E.E.Rockey and the said Glenn Rockey to the extent of this payment.

WHEREAS, the undersigned has filed a claim against the fund in the hands of the State Highway Commission, of the State of Oregon, earned by the said E.E.Rockey and Glenn Rockey under said contract, it is specifically

CONTRACTED AND AGREED by the undersigned that said claim is hereby waived, released and withdrawn.

Dated at Portland, Ore. the 26 day of September 1941.

C. J. Rockey
Signed

Witness:

E B Todd

PROMISE, RELEASE AND ASSIGNME

THAT WHEREAS, RAND TRUCK LINE did during the year 1940 furnish welding gas and truck hauling of miscellaneous materials for E. E. Rockey and Glenn Rockey, a co-partnership doing business as the Washington Hauling Company, and

WHEREAS it is claimed by the undersigned that there is due and owing from the said E. E. Rockey and Glenn Rockey the sum of $49.66, but that said sum is disputed by the said E. E. Rockey and Glenn Rockey, and

WHEREAS the said E. E. Rockey and Glenn Rockey did heretofore enter into a contract and agreement with the State Highway Commission, under and by the terms of which said E. E. Rockey and Glenn Rockey did agree to furnish crushed rock to the Oregon State Highway Commission, among other things, being contract No. 2250, and said rock to be used on what is known as the Salmon River-Hebo-Ocean Lake Section of Oregon, and

WHEREAS the Continental Casualty Company did make, execute and deliver its surety bond guaranteeing the performance by said E. E. Rockey and Glenn Rockey of said contract, and the payment of labor and material used in and upon said work, and

NOW, THEREFORE, IT IS CONTRACTED AND AGREED by and between the said RAND TRUCK LINE, the undersigned, that for and in consideration of the sum of $37.25, paid to RAND TRUCK LINE by the Continental Casualty Company, the receipt whereof is hereby acknowledged, does forever acknowledge full satisfaction of any and all claims or rights of action which the undersigned may now, or hereafter have against the said Continental Casualty Company by reason of its execution of said surety bond for the said E. E. Rockey and the said Glenn Rockey, and the undersigned hereby waives and releases unto the said Continental Casualty Company any and all claims which he may now have, or may hereafter have against any fund in the hands of the State of Oregon, or the State Highway Commission of the State of Oregon, by reason of any money earned, or due the said E. E. Rockey and Glenn Rockey, and the undersigned hereby transfers, assigns and sets over unto the Continental Casualty Company all claims, rights of action and interest which the undersigned may have against E. E. Rockey and Glenn Rockey, to the extent of this payment, namely $37.25 and hereby authorizes and subrogates the said Continental Casualty Company to every right which the undersigned may have against the said E. E. Rockey and the said Glenn Rockey, to the extent of this payment.

WHEREAS the undersigned has filed a claim against the fund in the hands of the State Highway Commission, of the State of Oregon, earned by the said E. E. Rockey and Glenn Rockey under said contract, it is specifically

CONTRACTED AND AGREED by the undersigned that said claim is hereby waived, released and withdrawn.

Dated at Portland Ore this 22 day of February 1941

Witness:

____

Rand Truck Line Inc

R H Rand Pres.

COMP[illegible]ISE, RELEASE AND ASSIGNMENT

THAT WHEREAS W. J. McCready and M. C. McCready, partners, doing business as W. J. McCready Lumber Co., did during the year 1940 furnish lumber and building materials to E.E.Rockey and Glenn Rockey, a co-partnership doing business as Washington Hauling Company, and

WHEREAS, it is claimed by the undersigned that there is due and owing from E.E. Rockey and Glenn Rockey the sum of $66.67, but that said sum is disputed by the said E.E.Rockey and Glenn Rockey, and

WHEREAS the said E.E.Rockey and Glenn Rockey did heretofore enter into a contract and agreement with the State Highway Commission, under and by the terms of which said E.E.Rockey and Glenn Rockey did agree to furnish crushed rock to the Oregon State Highway Commission, among other things, being contract No. 2250, and said rock to be used on what is known as the Salmon River-Hebo-Ocean Lake Section of Oregon, and

WHEREAS the Continental Casualty Company did make, execute and deliver a surety bond guaranteeing the performance by the said E.E.Rockey and Glenn Rockey of contract #2250, and the payment of labor and material used in and upon said work, and

WHEREAS there is a bona fide dispute as to the extent of the liability of the said Continental Casualty Company for the indebtedness which the undersigned claims is due from said E.E.Rockey and Glenn Rockey,

NOW, THEREFORE, IT IS CONTRACTED AND AGREED by and between the said J.R.McCready, the undersigned, acting for and on behalf of the W.J. McCready Lumber Co., co-partnership, that for and in consideration of the sum of $50.00 paid to the W. J. McCready Lumber Co., by the Continental Casualty Company, the receipt whereof is hereby acknowledged, do forever acknowledge full satisfaction of any and all claims, or rights of action which the undersigned may now or hereafter have against the said Continental Casualty Company by reason of its execution of said surety bond for the said E.E.Rockey and said Glenn Rockey, and the undersigned hereby waives and releases to the said Continental Casualty Company any and all claims which he may now have or may hereafter have against any fund in the hands of the State of Oregon or the State Highway Commission of the State of Oregon by reason of any money earned or due the said E.E.Rockey and Glenn Rockey, and

The undersigned does hereby transfer, assign and set over unto the Continental Casualty Company all claims, rights of action, and interest which the undersigned may have against E.E.Rockey and Glenn Rockey to the extent of this payment, namely $50.00, and hereby authorizes and subrogates the said Continental Casualty Company to every right which the undersigned may have against the said E.E.Rockey and the said Glenn Rockey, to the extent of this payment, namely $50.00.

WHEREAS the undersigned has filed a claim against the fund in the hands of the State Highway Commission, of the State of Oregon, earned by the said E.E.Rockey and Glenn Rockey under said contract, it is specifically

CONTRACTED AND AGREED by the undersigned that said claim is hereby waived, released and withdrawn.

Dated at FOREST GR[illegible] OREGON this 30th of December 1940

W. J. McCREADY LUMBER CO.

By J R McCready
agent

RELEASE AND ASSIGNMENT

THAT WHEREAS, Signal Oil Company, did during the year 1940 supply materials for E. E. Rockey and Glenn Rockey, a co-partnership doing business as the Washington Hauling Company, and

WHEREAS It is claimed by the undersigned that there is due and owing from the said E.E.Rockey and Glenn Rockey the sum of $122.80, and

WHEREAS the said E.E.Rockey and Glenn Rockey did heretofore enter into a contract and agreement with the State Highway Commission, under and by the terms of which said E.E.Rockey and Glenn Rockey did agree to furnish crushed rock to the Oregon State Highway Commission, among other things, being contract No. 2250, and said rock to be used on what is known as the Salmon River-Hebo-Ocean Lake Section of Oregon, and

WHEREAS the Continental Casualty Company did make, execute and deliver its surety bond guaranteeing the performance by said E.E.Rockey and Glenn Rockey of said contract, and the payment of labor and material used in and upon said work, and,

NOW, THEREFORE, IT IS CONTRACTED AND AGREED by and between the said Signal Oil Company, the undersigned, that for and in consideration of the sum of $98.24 paid to Signal Oil Company by the Continental Casualty Company, the receipt whereof is hereby acknowledged, does forever acknowledge full satisfaction of any and all claims or rights of action which the undersigned may now, or hereafter have against the said Continental Casualty Company by reason of its execution of said surety bond for the said E.E.Rockey and the said Glenn Rockey, and the undersigned hereby waives and releases unto the said Continental Casualty Company any and all claims which he may now have, or may hereafter have against any fund in the hands of the State of Oregon, or the State Highway Commission of the State of Oregon, by reason of any money earned, or due the said E.E.Rockey and Glenn Rockey, and the undersigned hereby transfers, assigns and sets over unto the Continental Casualty Company all claims, rights of action and interest which the undersigned may have against E.E.Rockey and Glenn Rockey, to the extent of this payment, namely $98.24, and hereby authorizes and subrogates the said Continental Casualty Company to every right which the undersigned may have against the said E.E.Rockey and the said Glenn Rockey to the extent of this payment.

WHEREAS, the undersigned has filed a claim against the fund in the hands of the State Highway Commission, of the State of Oregon, earned by the said E.E. Rockey and Glenn Rockey under said contract, it is specifically

CONTRACTED AND AGREED by the undersigned that said claim is hereby waived, released and withdrawn.

Dated at Portland, Oregon this 30th day of September 1941.

SIGNAL OIL COMPANY

Signed C.H. Pach
Division Manager

Witness:

H.W. Brace

COMPRO[illegible]E, RELEASE, AND ASSIGNMEN[illegible]

[illegible]AT WHEREAS, Samuel Ghrist, Ralph Ghrist and Walter Ghrist, did during the year 1940 supply labor to E.E. Rockey and Glenn Rockey, a co-partnership doing business as Washington Hauling Company, and

WHEREAS, the said E.E. Rockey and Glenn Rockey did heretofore enter into a contract and agreement with the State Highway Commission, under and by the terms of which said E.E. Rockey and Glenn Rockey did agree to furnish crushed rock to the Oregon State Highway Commission, among other things, being contract No. 2250, and said rock to be used on what is known as the Salmon River-Hebo-Ocean Lake Section of Oregon, and

WHEREAS, the Continental Casualty Company did make, execute and deliver its surety bond guaranteeing the performance by said E.E. Rockey and Glenn Rockey of said contract, and the payment of labor and material used in and upon said work, and

NOW, THEREFORE, IT IS CONTRACTED AND AGREED by and between Samuel Ghrist, Ralph Ghrist and Walter Ghrist, the undersigned that for and in consideration of the sum of $550.00 paid to Samuel Ghrist, Ralph Ghrist and Walter Ghrist by the Continental Casualty Company, the receipt whereof is acknowledged, do forever acknowledge full satisfaction of any and all claims, or rights of action which the undersigned may now, or hereafter have against the said Continental Casualty Company by reason of its execution of said surety bond for the said E.E. Rockey and the said Glenn Rockey, and the undersigned hereby waives and releases unto the said Continental Casualty Company any and all claims which he may now have, or may hereafter have against any fund in the hands of the State of Oregon, or the State Highway Commission of the State of Oregon, by reason of any money earned, or due the said E.E. Rockey and Glenn Rockey, and the undersigned hereby transfers, assigns and sets over unto the Continental Casualty Company all claims, rights of action and interest which the undersigned may have against E.E. Rockey and Glenn Rockey, to the extent of this payment namely $550.00, and hereby authorizes and subrogates the said Continental Casualty Company to every right which the undersigned may have against the said E.E. Rockey and the said Glenn Rockey, to the extent of this payment namely $550.00, and,

WHEREAS in consideration of the payment of $550.00 made by the Continental Casualty Company, Walter Ghrist agrees to dismiss with prejudice as to Continental Casualty Company, the action filed in the case of State of Oregon on the relation and for the use and benefit of Walter Ghrist vs Continental Casualty Company, a corporation, and E.E. Rockey and Glenn Rockey, co-partners doing business under the firm name and style of Washington Hauling Company. A copy of the order of dismissal accompanies this release and assignment.

WHEREAS the undersigned has filed a claim against the fund in the hands of the State Highway Commission, of the State of Oregon, earned by the said E.E. Rockey and Glenn Rockey under said contract, it is specifically CONTRACTED AND AGREED by the undersigned that said claim is hereby waived, released and withdrawn.

Dated at Portland, Oregon this 25th day of February, 1941

WITNESS:

Samuel Ghrist

Walter Ghrist

Ralph Ghrist

COMPROMISE, RELEASE AND ASSIGNMENT

THAT WHEREAS the Balzer Machinery Company, being a co-partnership composed of the undersigned R. L. Balzer and his wife, did during the year 1940 rent various equipment to E. E. Rockey and Glen Rockey, a co-partnership doing business as the Washington Hauling Company, and did also, during the year 1940, repair certain machinery and equipment for said E. E. Rockey and Glen Rockey, and did furnish goods, wares and merchandise, and

WHEREAS it is claimed by the undersigned that there is due and owing from the said E. E. Rockey and Glen Rockey the sum of $3350.32, but that said sum is disputed by the said E. E. Rockey and Glen Rockey, and

WHEREAS the said E. E. Rockey and Glen Rockey did heretofore enter into a contract and agreement with the State Highway Commission, under and by the terms of which said E. E. Rockey and Glen Rockey did agree to furnish crushed rock to the Oregon State Highway Commission, among other things, being contract No. 2250, and said rock to be used on what is known as the Salmon River-Hebo-Ocean Lake Section of Oregon, and

WHEREAS the Continental Casualty Company did make, execute and deliver its surety bond guaranteeing the performance by said E. E. Rockey and Glen Rockey of said contract, and the payment of labor and material used in and upon said work, and

WHEREAS there is a bona fide dispute as to the extent of the liability of the said Continental Casualty Company for the indebtedness which the undersigned claims is due from said E. E. Rockey and Glen Rockey.

NOW, THEREFORE, IT IS CONTRACTED AND AGREED by and between the said R. L. Balzer, the undersigned, acting for and on behalf of the Balzer Machinery Company, a co-partnership, that for and in consideration of the sum of $2285.28, paid to the Balzer Machinery Company by the Continental Casualty Company, the receipt whereof is hereby acknowledged, do forever acknowledge full satisfaction of any and all claims, or rights of action which the undersigned may now, or hereafter have against the said Continental Casualty Company by reason of its execution of said surety bond for the said E. E. Rockey and the said Glen Rockey, and the undersigned hereby waives and releases unto the said Continental Casualty Company any and all claims which he or it may now have, or may hereafter have against any fund in the hands of the State of Oregon, or the State Highway Commission of the State of Oregon, by reason of any money earned, or due the said E. E. Rockey and Glen Rockey, and the undersigned hereby transfer, assign and set over unto the Continental Casualty Company all claims, rights of action and interest which the undersigned may have against E. E. Rockey and Glen Rockey, to the extent of this payment, namely, $2285.28, and hereby authorizes and subrogates the said Continental Casualty Company to every right which the undersigned may have against the said E. E. Rockey and the said Glen Rockey, to the extent of this payment, namely, $2285.28, and

WHEREAS the undersigned has filed a claim against the fund in the hands of the State Highway Commission, of the State of Oregon, earned by the said E. E. Rockey and Glen Rockey under said contract, it is specifically

CONTRACTED AND AGREED by the undersigned that said claim is hereby waived, released and withdrawn.

Dated at Portland, Oregon, November 29th, 1940.

BALZER MACHINERY COMPANY
By R. L. Balzer
Manager

R. L. Balzer and Lois Ethel Balzer,
co-partners.
By R L Balzer

RELEASE AND ASSIGNMENT

THAT WHEREAS, IRA GROSHONG, an individual, did during the year 1940 perform certain labor for E.E.Rockey and Glenn Rockey, a co-partnership doing business as the Washington Hauling Company, and

WHEREAS it is claimed by the undersigned that there is due and owing from the said E.E.Rockey and Glenn Rockey the sum of $71.85, and

WHEREAS the said E.E.Rockey and Glenn Rockey did heretofore enter into a contract and agreement with the State Highway Commission, under and by the terms of which said E.E.Rockey and Glenn Rockey did agree to furnish crushed rock to the Oregon State Highway Commission, among other things, being contract No. 2250, and said rock to be used on what is known as the Salmon River-Hebo-Ocean Lake Section of Oregon, and

WHEREAS the Continental Casualty Company did make, execute and deliver its surety bond guaranteeing the performance by said E.E.Rockey and Glenn Rockey of said contract, and the payment of labor and material used in and upon said work, and,

NOW, THEREFORE, IT IS CONTRACTED AND AGREED by and between the said Ira Groshong, the undersigned, that for and in consideration of the sum of $71.85, paid to Ira Groshong by the Continental Casualty Company, the receipt whereof is hereby acknowledged, does forever acknowledge full satisfaction of any and all claims or rights of action which the undersigned may now, or hereafter have against the said Continental Casualty Company by reason of its execution of said surety bond for the said E.E.Rockey and the said Glenn Rockey, and the undersigned hereby waives and releases unto the said Continental Casualty Company any and all claims which he may now have, or may hereafter have against any fund in the hands of the State of Oregon, or the State Highway Commission of the State of Oregon, by reason of any money earned, or due the said E.E.Rockey and Glenn Rockey, and the undersigned hereby transfers, assigns and sets over unto the Continental Casualty Company all claims, rights of action and interest which the undersigned may have against E.E.Rockey and Glenn Rockey, to the extent of this payment, namely $71.85 and hereby authorizes and subrogates the said Continental Casualty Company to every right which the undersigned may have against the said E.E.Rockey and the said Glenn Rockey to the extent of this payment.

WHEREAS The undersigned has filed a claim against the fund in the hands of the State Highway Commission, of the State of Oregon, earned by the said E.E.Rockey and Glenn Rockey under said contract, it is specifically

CONTRACTED AND AGREED by the undersigned that said claim is hereby waived, released and withdrawn.

Dated at Olympia this 17 day of January 1941

Ira Groshong
Signed

WITNESS:

[illegible]MPROMISE, RELEASE AND ASSIGNM[illegible]

THAT WHEREAS, Western Fence and Wire Works, did during the year 1940 supply merchandise to [illegible] E. Rockey and Glenn Rockey, a co-partnership doing business as Washington Hauling Company, and

WHEREAS, it is claimed by the undersigned that there is due and owing from said E. E. Rockey and Glenn Rockey the sum of $97.77, but that said sum is disputed by the said E. E. Rockey and Glenn Rockey, and

WHEREAS, the said E. E. Rockey and Glenn Rockey did heretofore enter into a contract and agreement with the State Highway Commission, under and by the terms of which said E. E. Rockey and Glenn Rockey did agree to furnish crushed rock to the Oregon State Highway Commission, among other things, being contract No. 2250, and said rock to be used on what is known as the Salmon River-Hebo-Ocean Lake Section of Oregon, and

WHEREAS, the Continental Casualty Company did make, execute and deliver its surety bond guaranteeing the performance by said E. E. Rockey and Glenn Rockey of said contract, and the payment of labor and material used in and upon said work, and

WHEREAS, there is a bona fide dispute as to the extent of the liability of the said Continental Casualty Company for the indebtedness which the undersigned claims is due from said E. E. Rockey and Glenn Rockey,

NOW THEREFORE, IT IS CONTRACTED AND AGREED by and between Western Fence & Wire Works, the undersigned that for and in consideration of the sum of $81.15 paid to Western Fence & Wire Works by the Continental Casualty Company, the receipt whereof is hereby acknowledged, do forever acknowledge full satisfaction of any and all claims, or rights of action which the undersigned may now, or hereafter have against the said Continental Casualty Company by reason of its execution of said surety bond for the said E. E. Rockey and Glenn Rockey, and the undersigned hereby waives and releases unto the said Continental Casualty Company any and all claims which he may now have, or may hereafter have against any fund in the hands of the State of Oregon, or the State Highway Commission of the State of Oregon, by reason of any money earned, or due the said E. E. Rockey and Glenn Rockey, and the undersigned hereby transfers, assigns and sets over unto the Continental Casualty Company all claims, rights of action and interest which the undersigned may have against E. E. Rockey and Glenn Rockey, to the extent of this payment, namely $81.15, and hereby authorizes and subrogates the said Continental Casualty Company to every right which the undersigned may have against the said E. E. Rockey and the said Glenn Rockey, to the extent of this payment, namely $81.15, and,

WHEREAS, the undersigned has filed a claim against the fund in the hands of the State Highway Commission, of the State of Oregon, earned by the said E. E. Rockey and Glenn Rockey under said contract, it is specifically

CONTRACTED AND AGREED by the undersigned that said claim is hereby waived, released and withdrawn.

Dated at Portland, Oregon this 14 day of Feb 1941.

D. H. Palmer

Witness:

V. M. White

COMPROMISE, RELEASE AND ASSIGNMENT

WHEREAS, P. L. Crooks, Trustee for the creditors of Saxton, Looney & Risley, a co-partnership, did during the year 1940 supply labor and materials to E. E. Rockey and Glenn Rockey, a co-partnership doing business as Washington Hauling Company, and

WHEREAS, it is claimed by the undersigned that there is due and owing from said E.E. Rockey and Glenn Rockey the sum of $1776.78, but that said sum is disputed by the said E.E.Rockey and Glenn Rockey, and

WHEREAS the said E.E.Rockey and Glenn Rockey did heretofore enter into a contract and agreement with the State Highway Commission, under and by the terms of which said E.E. Rockey and Glenn Rockey did agree to furnish crushed rock to the Oregon State Highway Commission, among other things, being contract No. 2250, and said rock to be used on what is known as the Salmon River-Hebo-Ocean Lake Section of Oregon, and

WHEREAS the Continental Casualty Company did make, execute and deliver its surety bond guaranteeing the performance by said E.E.Rockey and Glenn Rockey of said contract, and the payment of labor and material used in and upon said work, and

WHEREAS there is a bona fide dispute as to the extent of the liability of the said Continental Casualty Company for the indebtedness which the undersigned claims is due from said E.E.Rockey and Glenn Rockey,

NOW, THEREFORE, IT IS CONTRACTED AND AGREED by and between the said P. L. Crooks, trustee for the creditors of Saxton, Looney & Risley, the undersigned that for and in consideration of the sum of $1410.12, paid to P.L.Crooks, trustee, by the Continental Casualty Company, the receipt whereof is hereby acknowledged, do forever acknowledge full satisfaction of any and all claims, or rights of action which the undersigned may now, or hereafter have against the said Continental Casualty Company by reason of its execution of said surety bond for the said E.E.Rockey and the said Glenn Rockey, and the undersigned hereby waives and releases unto the said Continental Casualty Company any and all claims which he may now have, or may hereafter have against any fund in the hands of the State of Oregon, or the State Highway Commission of the State of Oregon, by reason of any money earned, or due the said E.E.Rockey and Glenn Rockey, and the undersigned hereby transfers, assigns and sets over unto the Continental Casualty Company all claims, rights of action and interest which the undersigned may have against E.E.Rockey and Glenn Rockey, to the extent of this payment, namely $1410.12, and hereby authorizes and subrogates the said Continental Casualty Company to every right which the undersigned may have against the said E.E.Rockey and the said Glenn Rockey, to the extent of this payment, namely $1410.12, and,

WHEREAS in consideration of the payment of $1410.12 made by the Continental Casualty Company, P. L. Crooks, trustee for the creditors of Saxton, Looney and Risley, agrees to dismiss with prejudice as to Continental Casualty Company, the action filed in the case of The State of Oregon on the relation of P.L.Crooks, Trustee for the creditors of Saxton, Looney & Risley vs E.E.Rockey and Glenn Rockey, copartners doing business under the name of Washington Hauling Co., and Continental Casualty Company, a corporation. A copy of the order of dismissal accompanies this release and assignment.

WHEREAS The undersigned has filed a claim against the fund in the hands of the State Highway Commission, of the State of Oregon, earned by the said E.E.Rockey and Glenn Rockey under said contract, it is specifically

CONTRACTED AND AGREED by the undersigned that said claim is hereby waived, released and withdrawn.

Dated at Portland, Oregon this 10th day of Jan 1941.

P L Crooks
Trustee for the creditors
of Saxton Looney & Risley

Witness:

COMPROMISE, RELEASE AND ASSIGNMENT

WHEREAS, P. L. Crooks, Trustee for the creditors of Saxton, Looney & Risley, a co-partnership, did during the year 1940 supply labor and materials to E. E. Rockey and Glenn Rockey, a co-partnership doing business as Washington Hauling Company, and

WHEREAS, it is claimed by the undersigned that there is due and owing from said E.E. Rockey and Glenn Rockey the sum of $1776.78, but that said sum is disputed by the said E.E.Rockey and Glenn Rockey, and

WHEREAS the said E.E.Rockey and Glenn Rockey did heretofore enter into a contract and agreement with the State Highway Commission, under and by the terms of which said E.E. Rockey and Glenn Rockey did agree to furnish crushed rock to the Oregon State Highway Commission, among other things, being contract No. 2250, and said rock to be used on what is known as the Salmon River-Hebo-Ocean Lake Section of Oregon, and

WHEREAS the Continental Casualty Company did make, execute and deliver its surety bond guaranteeing the performance by said E.E.Rockey and Glenn Rockey of said contract, and the payment of labor and material used in and upon said work, and

WHEREAS there is a bona fide dispute as to the extent of the liability of the said Continental Casualty Company for the indebtedness which the undersigned claims is due from said E.E.Rockey and Glenn Rockey,

NOW, THEREFORE, IT IS CONTRACTED AND AGREED by and between the said P. L. Crooks, trustee for the creditors of Saxton, Looney & Risley, the undersigned that for and in consideration of the sum of $1410.12, paid to P.L.Crooks, trustee, by the Continental Casualty Company, the receipt whereof is hereby acknowledged, do forever acknowledge full satisfaction of any and all claims, or rights of action which the undersigned may now, or hereafter have against the said Continental Casualty Company by reason of its execution of said surety bond for the said E.E.Rockey and the said Glenn Rockey, and the undersigned hereby waives and releases unto the said Continental Casualty Company any and all claims which he may now have, or may hereafter have against any fund in the hands of the State of Oregon, or the State Highway Commission of the State of Oregon, by reason of any money earned, or due the said E.E.Rockey and Glenn Rockey, and the undersigned hereby transfers, assigns and sets over unto the Continental Casualty Company all claims, rights of action and interest which the undersigned may have against E.E.Rockey and Glenn Rockey, to the extent of this payment, namely $1410.12, and hereby authorizes and subrogates the said Continental Casualty Company to every right which the undersigned may have against the said E.E.Rockey and the said Glenn Rockey, to the extent of this payment, namely $1410.12, and,

WHEREAS in consideration of the payment of $1410.12 made by the Continental Casualty Company, P. L. Crooks, trustee for the creditors of Saxton, Looney and Risley, agrees to dismiss with prejudice as to Continental Casualty Company, the action filed in the case of The State of Oregon on the relation of P.L.Crooks, Trustee for the creditors of Saxton, Looney & Risley vs E.E.Rockey and Glenn Rockey, copartners doing business under the name of Washington Hauling Co., and Continental Casualty Company, a corporation. A copy of the order of dismissal accompanies this release and assignment.

WHEREAS The undersigned has filed a claim against the fund in the hands of the State Highway Commission, of the State of Oregon, earned by the said E.E.Rockey and Glenn Rockey under said contract, it is specifically

CONTRACTED AND AGREED by the undersigned that said claim is hereby waived, released and withdrawn.

Dated at Portland, Oregon this 10th day of Jan 1941.

P L Crooks
Trustee for the creditors
of Saxton Loney & Risley

Witness: Carl M Luther

DEY, HAMPSON & NELSON
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND, OREGON

ALFRED A. HAMPSON
PAUL P. FARRENS
CLARENCE J. YOUNG
ANDREW KOERNER
HERBERT L. SWETT
FRANK C. McCOLLOCH
RICHARD R. MORRIS
JAMES C. DEZENDORF
ROSCOE C. NELSON, JR.
RICHARD B. MAXWELL
ALFRED H. CORBETT

January 7, 1941.

Mr. Parker Lyman,
c/o Continental Casualty Company,
Wilcox Building,
Portland, Oregon.

Re: Washington Hauling Company

Dear Mr. Lyman:

Enclosed is the form of release you requested of Marshall-Wells Company.

Very truly yours,

15-5
Enclosure

COMPROMISE, RELEASE AND ASSIGNM[illegible]

THAT WHEREAS, Marshall Wells Company, a New Jersey Corporation, did during the year 1940 sell and furnish goods, wares, hardware, tools, equipment and merchandise to E.E.Rockey and Glenn Rockey, a co-partnership doing business as Washington Hauling Company, and

WHEREAS, It is claimed by the undersigned that there is due and owing from said E.E.Rockey and Glenn Rockey the sum of $738.02 with interest thereon at the rate of 6% from July 15th, but that said sum is disputed by the said E.E.Rockey and Glenn Rockey, and

WHEREAS the said E.E.Rockey and Glenn Rockey did heretofore enter into a contract and agreement with the State Highway Commission, under and by the terms of which said E.E. Rockey and Glenn Rockey did agree to furnish crushed rock to the Oregon State Highway Commission, among other things, being contract No. 2250, and said rock to be used on what is known as the Salmon River-Hebo-Ocean Lake Section of Oregon, and

WHEREAS the Continental Casualty Company did make, execute and deliver its surety bond guaranteeing the performance by said E.E.Rockey and Glenn Rockey of said contract, and the payment of labor and material used in and upon said work, and

WHEREAS there is a bona fide dispute as to the extent of the liability of the said Continental Casualty Company for the indebtedness which the undersigned claims is due from said E.E.Rockey and Glenn Rockey,

NOW, THEREFORE, IT IS CONTRACTED AND AGREED by and between the said Marshall Wells Company, the undersigned, that for and in consideration of the sum of $450.00, paid to Marshall Wells Company by the Continental Casualty Company, the receipt whereof is hereby acknowledged, do forever acknowledge full satisfaction of any and all claims, or rights of action which the undersigned may now, or hereafter have against the said Continental Casualty Company by reason of its execution of said surety bond for the said E.E.Rockey and the said Glenn Rockey, and the undersigned hereby waives and releases unto the said Continental Casualty Company any and all claims which they may now have, or may hereafter have against any fund in the hands of the State of Oregon, or the State Highway Commission of the State of Oregon, by reason of any money earned, or due the said E.E.Rockey and Glenn Rockey, and the undersigned hereby transfer, assign and set over unto the Continental Casualty Company all claims, rights of action and interest which the under-ned may have against E.E.Rockey and Glenn Rockey, to the extent of this payment, nd hereby authorizes and subrogates the said Continental Casualty to every right which the undersigned may have against the said E.E.Rockey and the said Glenn Rockey, to the extent of this payment, namely $450.00, and

WHEREAS In consideration of the payment of $450.00 made by the Continental Casualty Company, Marshall Wells Company agrees to dismiss with prejudice as to Continental Casualty Company only, the action filed in the case of State of Oregon, for the use and benefit of Marshall-Wells Company, a New Jersey corporation, vs E.E. Rockey and Glenn Rockey, individually and as copartners doing business under the assumed name of Washington Hauling Co., and Continental Casualty Company, a corporation. A Copy of the order of dismissal accompanies this release and assignment.

WHEREAS the undersigned has filed a claim against the fund in the hands of the State Highway Commission, of the State of Oregon, earned by the said E.E.Rockey and Glen Rockey under said contract, it is specifically

CONTRACTED AND AGREED by the undersigned that said claim is hereby waived, released and withdrawn.

Dated at Portland, Oregon this 6 day of ~~[illegible]~~ 1941.

MARSHALL-WELLS COMPANY

By
Credit Manager

Witness:

A. A. Hustern

RELEASE AND ASSIGNMENT

THAT WHEREAS, HIRSCH-WEIS MANUFACTURING CO., did during the year 1940 supply certain materials for E.Rocke and Glenn Rockey, a co-partnership doing business as the Washington Hau ng Company, and

WHEREAS it is claimed by the undersigned that there is due and owing from the said E.E. Rockey and Glenn Rockey the sum of $148.57, and

WHEREAS the said E.E.Rockey and Glenn Rockey did heretofore enter into a contract and agreement with the State Highway Commission, under and by the terms of which said E.E. Rockey and Glenn Rockey did agree to furnish crushed rock to the Oregon State Highway Commission, among other things, being contract No. 2250, and said rock to be used on what is known as the Salmon River-Hebo-Ocean Lake Section of Oregon, and

WHEREAS, the Continental Casualty Company did make, execute and deliver its surety bond guaranteeing the performance by said E.E.Rockey and Glenn Rockey of said contract, and the payment of labor and material used in and upon said work, and,

NOW, THEREFORE, IT IS CONTRACTED AND AGREED by and between the said HIRSCH-WEIS MANUFACTURING CO., the undersigned, that for and in consideration of the sum of $133.72 paid to Hirsch-Weis Manufacturing Co. by the Continental Casualty Company, the receipt whereof is hereby acknowledged, does forever acknowledge full satisfaction of any and all claims or rights of action which the undersigned may now, or hereafter have against the said Continental Casualty Company by reason of its execution of said surety bond for the said E.E.Rockey and said Glenn Rockey, and the undersigned hereby waives and releases unto the said Continental Casualty Company any and all claims which they may now have, or may hereafter have against any fund in the hands of the State of Oregon, or the State Highway Commission of the State of Oregon, by reason of any money earned, or due the said E.E.Rockey and Glenn Rockey, and the undersigned hereby transfers, assigns and sets over unto the Continental Casualty Company all claims, rights of action and interest which the undersigned may have against E. E. Rockey and Glenn Rockey, to the extent of this payment, namely $133.72, and hereby authorizes and subrogates the said Continental Casualty Company to every right which the undersigned may have against the said E.E.Rockey and the said Glenn Rockey to the extent of this payment.

WHEREAS, the undersigned has filed a claim against the fund in the hands of the State Highway Commission, or the State of Oregon, earned by the said E.E.Rockey and Glenn Rockey under said contract, it is specifically

CONTRACTED AND AGREED by the undersigned that said claim is hereby waived, released and withdrawn.

Dated at Portland Ore this 6th day of Oct 1941

Hirsch-Weis Manufacturing Co.

By H A Somers
Credit Manager
Signed

Witness:

Rosalie Novak

COM[illegible]ISE, RELEASE AND ASSIGNMENT

[illegible]HAT WHEREAS, P.B. Doherty, an individual, did during the year 1940 perform certain labor for E.E.Rockey and Glenn Rockey, a co-partnership doing business as the Washington Hauling Company, and

WHEREAS It is claimed by the undersigned that there is due and owing from the said E. E. Rockey and Glenn Rockey the sum of $81.53, but that said sum is disputed by the said E.E.Rockey and Glenn Rockey, and

WHEREAS the said E.E.Rockey and Glenn Rockey did heretofore enter into a contract and agreement with the State Highway Commission, under and by the terms of which said E.E.Rockey and Glenn Rockey did agree to furnish crushed rock to the Oregon State Highway Commission, among other things, being contract No. 2250, and said rock to be used on what is known as the Salmon River-Hebo-Ocean Lake Section of Oregon, and

WHEREAS the Continental Casualty Company did make, execute and deliver its surety bond guaranteeing the performance by said E.E.Rockey and Glenn Rockey of said contract, and the payment of labor and material used in and upon said work, and

NOW, THEREFORE, IT IS CONTRACTED AND AGREED by and between the said P.B.Doherty, the undersigned, that for and in consideration of the sum of $70.00, paid to P.B.Doherty by the Continental Casualty Company, the receipt whereof is hereby acknowledged, does forever acknowledge full satisfaction of any and all claims or rights or action which the undersigned may now, or hereafter have against the said Continental Casualty Company by reason of its execution of said surety bond for the said E.E.Rockey and the said Glenn Rockey, and the undersigned hereby waives and releases unto the said Continental Casualty Company any and all claims which he may now have, or may hereafter have against any fund in the hands of the State of Oregon, or the State Highway Commission of the State of Oregon, by reason of any money earned, or due the said E.E.Rockey and Glenn Rockey, and the undersigned hereby transfers, assigns and sets over unto the Continental Casualty Company all claims, rights of action and interest which the undersigned may have against E.E.Rockey and Glenn Rockey, to the extent of this payment, namely $70.00, and hereby authorizes and subrogates the said Continental Casualty Company to every right which the undersigned may have against the said E.E.Rockey and the said Glenn Rockey, to the extent of this payment, namely $70.00, and

WHEREAS the undersigned has filed a claim against the fund in the hands of the State Highway Commission, of the State of Oregon, earned by the said E.E.Rockey and Glenn Rockey under said contract, it is specifically

CONTRACTED AND AGREED by the undersigned that said claim is hereby waived, released and withdrawn.

Dated at Portland Ore this 28 day of Dec. 1940

P.B. Doherty

Witness.
Parker H. Lyman

COMPROMISE, RELEASE AND ASSIGNMENT

THAT WHEREAS, THE LINDE AIR PRODUCTS COMPANY did during the year 1940 furnish acetylene and oxygen for E. E. Rockey and Glenn Rockey, a co-partnership doing business as the Washington Hauling Company, and

WHEREAS it is claimed by the undersigned that there is due and owing from the said E. E. Rockey and Glenn Rockey the sum of $23.01, but that said sum is disputed by the said E. E. Rockey and Glenn Rockey, and

WHEREAS the said E. E. Rockey and Glenn Rockey did heretofore enter into a contract and agreement with the State Highway Commission, under and by the terms of which said E. E. Rockey and Glenn Rockey did agree to furrish crushed rock to the Oregon State Highway Commission, among other things, being contract No. 2250, and said rock to be used on what is known at the Salmon River-Hebo-Ocean Lake Section of Oregon, and

WHEREAS the Continental Casualty Company did make, execute and deliver its surety bond guaranteeing the performance by said E. E. Rockey and Glenn Rockey of said contract, and the payment of labor and material used in and upon said work, and

NOW, THEREFORE, IT IS CONTRACTED AND AGREED by and between the said Linde Air Products Company, the undersigned , that for and in consideration of the sum of $17.26, paid to The Linde Air Products Company by the Continental Casualty Company, the receipt whereof is hereby acknowledged, does forever acknowledge full satisfaction of any and all claims or rights of action which the undersigned may now, or hereafter have against the said Continental Casualty Company by reason of its execution of said surety bond for the said E. E. Rockey and Glenn Rockey, and the undersigned hereby waives and releases unto the said Continental Casualty Company any and all claims which he may now have, or may hereafter have against any fund in the hands of the State of Oregon, or the State Highway Commission of the State of Oregon, by reason of any money earned, or due the said E. E. Rockey and Glenn Rockey, and the undersigned hereby transfers, assignes and sets over unto the Continental Casualty Company all claims, rights of action and interest which the undersigned may have against E. E. Rockey and Glenn Rockey, to the extent of this payment, namely $17.26, and hereby authorizes and subrogates the said Continental Casualty Company to every right which the undersigned may have against the said E. E. Rockey and the said Glenn Rockey, to the extent of this payment.

WHEREAS the undersigned has filed a claim against the fund in the hands of the State Highway Commission of the State of Oregon, earned by the said E. E. Rockey and Glenn Rockey under said contract, it is specifically

CONTRACTED AND AGREED by the undersigned that said claim is hereby waived, released and withdrawn.

Dated at San Francisco this 1st day of May 1941

THE LINDE AIR PRODUCTS COMPANY

per

Witness:

COMPROMISE, RELEASE AND ASSIGNMENT

THAT WHEREAS, SUNSET TIRE CORPORATION did during the year 1940 furnish labor and material to re-cap certain truck tires for E. E. Rockey and Glenn Rockey, a co-partnership doing business as the Washington Hauling Company, and

WHEREAS it is claimed by the undersigned that there is due and owing from the said E. E. Rockey and Glenn Rockey the sum of $219.10, but that said sum is disputed by the said E. E. Rockey and Glenn Rockey, and

WHEREAS the said E. E. Rockey and Glenn Rockey did heretofore enter into a contract and agreement with the State Highway Commission, under and by the terms of which said E. E. Rockey and Glenn Rockey did agree to furnish crushed rock to the Oregon State Highway Commission, among other things, being contract No. 2250, and said rock to be used on what is known as the Salmon River-Hebo-Ocean Lake Section of Oregon, and

WHEREAS the Continental Casualty Company did make, execute and deliver its surety bond guaranteeing the performance by said E. E. Rockey and Glenn Rockey of said contract, and the payment of labor and material used in and upon said work, and

NOW, THEREFORE, IT IS CONTRACTED AND AGREED by and between the said SUNSET TIRE CORPORATION, the undersigned, that for and in consideration of the sum of $197.20, paid to SUNSET TIRE CORPORATION by the Continental Casualty Company, the receipt of which is hereby acknowledged, does forever acknowledge full satisfaction of any and all claims or rights of action which the undersigned may now, or hereafter have against the said Continental Casualty Company by reason of its execution of said surety bond for said E. E. Rockey and the said Glenn Rockey, and the undersigned hereby waives and releases unto the said Continental Casualty Company any and all claims which he may now have, or may hereafter have against any fund in the hands of the State of Oregon, or the State Highway Commission of the State of Oregon, by reason of any money earned, or due the said E. E. Rockey and Glenn Rockey, and the undersigned hereby transfers, assigns and sets over unto the Continental Casualty Company all claims, rights of action and interest which the undersigned may have against E. E. Rockey and Glenn Rockey, to the extent of this payment, namely $197.20, and hereby authorizes and subrogates the said Continental Casualty Company to every right which the undersigned may have against the said E. E. Rockey and the said Glenn Rockey, to the extent of this payment.

WHEREAS the undersigned has filed a claim against the fund in the hands of the State Highway Commission, of the State of Oregon, earned by the said E. E. Rockey and Glenn Rockey under said contract, it is specifically

CONTRACTED AND AGREED by the undersigned that said claim is hereby waived, released and withdrawn.

Dated at Portland Oregon this 11 day of May 1941.

Sunset Tire Corp
L. J. Hesson Pres

Witness:
Hilda R. Lamaerty

COMPROMISE, RELEASE AND ASSIGNMENT

WHEREAS Lumber Specialties, Inc., an Oregon corporation, did during the year 1940 sell and furnish lumber to E.E.Rockey and Glen Rockey, a co-partnership, doing business as Washington Hauling Company, and

WHEREAS, it is claimed by the undersigned that there is due and owing from the said E.E.Rockey and Glen Rockey the sum of $199.62, but that said sum is disputed by the said E.E.Rockey and Glen Rockey, and

WHEREAS the said E.E.Rockey and Glen Rockey did heretofore enter into a contract and agreement with the State Highway Commission, under and by the terms of which said E.E.Rockey and Glen Rockey did agree to furnish crushed rock to the Oregon State Highway Commission, among other things, being contract No. 2250, and said rock to be used on what is known as the Salmon River-Hebo-Ocean Lake Section of Oregon, and

WHEREAS the Continental Casualty Company did make, execute and deliver its surety bond guaranteeing the performance by said E.E.Rockey and Glen Rockey of said contract, and the payment of labor and materials used in and upon said work, and

NOW, THEREFORE, IT IS CONTRACTED AND AGREED by and between the Lumber Specialties, Inc., the undersigned, that for and in consideration of the sum of $170.00 paid to Lumber Specialties Inc. by the Continental Casualty Company, receipt of which is hereby acknowledged, do forever acknowledge full satisfaction of any and all claims or rights of action which the undersigned may now have or hereafter have against said Continental Casualty Company by reason of its execution of said surety bond for the said E.E.Rockey and Glen Rockey, and the undersigned hereby waives and releases unto the said Continental Casualty Company any and all claims which they may now have or may hereafter have against any funds in the hands of the State of Oregon or the State Highway Commission of the State of Oregon by reason of any money earned or due the said E.E.Rockey or Glen Rockey, and the undersigned hereby transfers, assigns and sets over unto the Continental Casualty Company all claims, rights of action and interest which the undersigned may have against E.E.Rockey and Glen Rockey to the extent of this payment, namely $170., and hereby authorizes and subrogates to the said Continental Casualty Company every right which the undersigned may have against the said E.E.Rockey and the said Glen Rockey to the extent of this payment, namely $170.00.

WHEREAS the undersigned has filed a claim against the fund in the hands of the State Highway Commission, of the State of Oregon, earned by the said E.E.Rockey and Glen Rockey under said contract, it is specifically

CONTRACTED AND AGREED by the undersigned that said claim is hereby waived, released and withdrawn.

Dated at Cutler City, Oregon this 30th day of December 1940

LUMBER SPECIALTIES, INC.

by O. K. Schwerdtmann
Gen Mgr

RECEIPT AND ASSIGNMENT

RECEIVED of the Continental Casualty Company the sum of One Hundred Seventy-Five Dollars ($175.00) in full and final settlement of all claims against the Continental Casualty Company, a retention fund, and the bond given to the State of Oregon in connection with the performance of Contract #2250 described as Oregon Coast and Salmon River Hebo-Ocean Lake Section.

In further consideration of said payment the undersigned hereby transfers and assigns unto Continental Casualty Company all of its claim and causes of action against E. E. Rockey and Glen Rockey, a copartnership, dba Washington Hauling Co., as set forth in suit of John Rogers, doing business as Tillamook Wholesale Grocery Co., vs. E. E. Rockey and Glen Rockey, a copartnership, doing business as Washington Hauling Co., and Continental Casualty Co., a Corporation, filed in the Circuit Court of Tillamook County, Oregon, to the extent of this payment; and agrees to dismiss Continental Casualty Company from said action with prejudice.

Dated at Tillamook, Oregon, this 11th day of November, 1940.

J.C. Rogers
John Rogers

Witness:
[illegible] E. McMinimee

THAT WHEREAS, L. A. COURTEMANCHE, a partnership consisting of L. A. Courtemanche and Louis Courtemanche, Jr., doing business under the firm name and style of L. A. Courtemanche, did during the year 1940, furnish tires and miscellaneous materials for E. E. Rockey and Glenn Rockey, a co-partnership doing business as the Washington Hauling Company, and,

WHEREAS, it is claimed by the undersigned that there is due and owing from the said E. E. Rockey and Glenn Rockey, the sum of $418.85, but the said sum is disputed by the Continental Casualty Company, for the reason that the said goods, wares and merchandise purchased by the said Washington Hauling Company, was not actually used on the highway as per Contract No. 2250, and,

WHEREAS, the said E. E. Rockey and Glenn Rockey did heretofore enter into a contract with the State Highway Commission, under and by the terms of which the said E. E. Rockey and Glenn Rockey did agree to furnish crushed rock to the Oregon State Highway Commission among other things, and under and by virtue of said Contract No. 2250 the said rock was to be used on what is known as the Salmon River-Hebo-Ocean Lake Section of Oregon, and,

WHEREAS, the Continental Casualty Company did make, execute and deliver its surety bond guaranteeing the performance by the said E. E. Rockey and Glenn Rockey of said contract and the payment of labor and materials used in and upon said work.

NOW, THEREFORE, it is contracted and agreed by and between the said L. A. Courtemanche, the undersigned, and for and in consideration of the sum of TWO HUNDRED THIRTY FIVE AND 48/100 ($235.48) DOLLARS paid to L. A. Courtemanche by the Continental Casualty Company, the receipt whereof is hereby acknowledged, does forever acknowledge full satisfaction of any and all claims or rights of action which the undersigned may now have against the Continental Casualty Company by reason of its execution of said surety bond for the said E. E. Rockey and Glenn Rockey, and the undersigned hereby waives and releases unto the said Continental Casualty Company any and all claims which he may now have against any fund in the hands of the State of Oregon or the State Highway Commission of the State of Oregon by reason of any money earned or due the said E. E. Rockey and Glenn Rockey, and the undersigned hereby transfers, assigns and sets over to the Continental Casualty Company all of his right, claim or interest which the undersigned may have against the said E. E. Rockey and Glenn Rockey to the extent of the sum of this payment, namely $235.48, and hereby authorizes and subrogates to the Continental Casualty Company all rights which the undersigned may have against the said E. E. Rockey and Glenn Rockey to the extent of the said $235.48, hereby reserving unto the said L. A. Courtemanche his right or claim of action against the said E. E. Rockey and Glenn Rockey or either of them for the difference between said $235.48 and $418.85.

WHEREAS, the undersigned has filed a claim against the fund in the hands of the State Highway Commission of the State of Oregon earned by the said E. E. Rockey and Glenn Rockey under said contract, it is specifically

CONTRACTED and agreed by the undersigned that the said claim is hereby waived, released and withdrawn as against the said State Highway Commission or said Continental Casualty Company.

DATED at McMinnville, Oregon, this 27th day of June, 1941.

Witness: A. J. Pesper

L. A. COURTEMANCHE
Louis By Courtemanche
Member of Partnership

COMPROMISE, RELEASE AND ASSIGNMENT

THAT WHEREAS, P. L. Crooks & Co., Inc, did during the year 1940 sell and furnish equipment and supplies to E.E.Rockey and Glenn Rockey, a co-partnership doing business as Washington Hauling Company, and

WHEREAS, it is claimed by the undersigned that there is due and owing from said E.E. Rockey and Glenn Rockey the sum of $577.21, but that said sum is disputed by the said E.E.Rockey and Glenn Rockey, and

WHEREAS the said E.E.Rockey and Glenn Rockey did heretofore enter into a contract and agreement with the State Highway Commission, under and by the terms of which said E.E. Rockey and Glenn Rockey did agree to furnish crushed rock to the Oregon State Highway Commission, among other things, being contract No. 2250, and said rock to be used on what is known as the Salmon River-Hebo-Ocean Lake Section of Oregon, and

WHEREAS the Continental Casualty Company did make, execute and deliver its surety bond guaranteeing the performance by said E.E.Rockey and Glenn Rockey of said contract, and the payment of labor and material used in and upon said work, and

WHEREAS there is a bona fide dispute as to the extent of the liability of the said Continental Casualty Company for the indebtedness which the undersigned claims is due from said E.E.Rockey and Glenn Rockey,

NOW, THEREFORE, IT IS CONTRACTED AND AGREED by and between the said P.L.Crooks & Co., Inc., the undersigned, that for and in consideration of the sum of $539.88, paid to P.L.Crooks & Co., Inc. by the Continental Casualty Company, the receipt whereof is hereby acknowledged, do forever acknowledge full satisfaction of any and all claims, or rights of action which the undersigned may now, or hereafter have against the said Continental Casualty Company by reason of its execution of said surety bond for the said E.E.Rockey and the said Glenn Rockey, and the undersigned hereby waives and releases unto the said Continental Casualty Company any and all claims which they may now have, or may hereafter have against any fund in the hands of the State of Oregon, or the State Highway Commission of the State of Oregon, by reason of any money earned, or due the said E.E.Rockey and Glenn Rockey, and the undersigned hereby transfers, assigns and sets over unto the Continental Casualty Company all claims, rights of action and interest which the undersigned may have against E.E.Rockey and Glenn Rockey, to the extent of this payment, namely $539.88, and hereby authorizes and subrogates the said Continental Casualty Company to every right which the undersigned may have against the said E.E.Rockey and the said Glenn Rockey, to the extent of this payment, namely $539.88, and

WHEREAS the undersigned has filed a claim against the fund in the hands of the State Highway Commission, of the State of Oregon, earned by the said E.E.Rockey and Glenn Rockey under said contract, it is specifically

CONTRACTED AND AGREED by the undersigned that said claim is hereby waived, released and withdrawn.

Dated at Portland, Oregon this 10th day of Jan — 1941.

P. L. Crooks & Co Inc
By P L Crooks
Pres. Treas

Witness

RELEASE AND ASSIGNMENT

THAT WHEREAS, FOSTER MILLS, INC. did during the year 1940 supply certain materials for E.E.Rockey and Glenn Rockey, a co-partnership doing business as the Washington Hauling Company, and

WHEREAS it is claimed by the undersigned that there is due and owing from the said E.E.Rockey and Glenn Rockey the sum of $45.82, and

WHEREAS the said E.E.Rockey and Glenn Rockey did heretofore enter into a contract and agreement with the State Highway Commission, under and by the terms of which said E.E.Rockey and Glenn Rockey did agree to furnish crushed rock to the Oregon State Highway Commission, among other things, being contract No. 2250, and said rock to be used on what is known as the Salmon River-Hebo-Ocean Lake Section of Oregon, and

WHEREAS the Continental Casualty Company did make, execute and deliver its surety bond guaranteeing the performance by said E.E.Rockey and Glenn Rockey of said contract, and the payment of labor and material used in and upon said work, and,

NOW, THEREFORE, IT IS CONTRACTED AND AGREED by and between the said Foster Mills, Inc. the undersigned, that for and in consideration of the sum of $41.24, paid to Foster Mills, Inc. by the Continental Casualty Company, the receipt whereof is hereby acknowledged, does forever acknowledge full satisfaction of any and all claims or rights of action which the undersigned may now, or hereafter have against the said Continental Casualty Company by reason of its execution of said surety bond for the said E.E.Rockey and the Said Glenn Rockey, and the undersigned hereby waives and releases unto the said Continental Casualty Company any and all claims which he may now have, or may hereafter have against any fund in the hands of the State of Oregon, or the State Highway Commission of the State of Oregon, by reason of any money earned, or due the said E.E.Rockey and Glenn Rockey, and the undersigned hereby transfers, assigns and sets over unto the Continental Casualty Company all claims, rights of action and interest which the undersigned may have against E.E.Rockey and Glenn Rockey, to the extent of this payment, namely $41.24 and hereby authorizes and subrogates the said Continental Casualty Company to every right which the undersigned may have against the said E.E.Rockey and the said Glenn Rockey to the extent of this payment.

WHEREAS, the undersigned has filed a claim against the fund in the hands of the State Highway Commission, of the State of Oregon, earned by the said E.E.Rockey and Glenn Rockey under said contract, it is specifically

CONTRACTED AND AGREED by the undersigned that said claim is hereby waived, released and withdrawn.

Dated at Willamina Oregon this 30 day of September 1941.

FOSTER MILLS, INC.
By J H Strand
Signed
Secretary

Witness
George W Hartman

RELEASE AND ASSIGNMENT

THAT WHEREAS, E. E. ROCKEY and GLENN ROCKEY, a co-partnership doing business as the Washington Hauling Company failed to pay tax assessed for the Unemployment Compensation Trust Fund, and

WHEREAS, it is claimed by the Unemployment Compensation Commission that there is due and owing from the said E.E.Rockey and Glenn Rockey the sum of $103.60,

WHEREAS the said E. E. Rockey and Glenn Rockey did heretofore enter into a contract and agreement with the State Highway Commission, under and by the terms of which said E.E.Rockey and Glenn Rockey did agree to furnish crushed rock to the Oregon State Highway Commission, among other things, being contract No. 2250, and said rock to be used on what is known as the Salmon River-Hebo-Ocean Lake Section of Oregon, and

WHEREAS the Continental Casualty Company did make, execute and deliver its surety bond guaranteeing the performance by said E.E.Rockey and Glenn Rockey of said contract, and the payment of labor and material used in and upon said work, and

NOW, THEREFORE, IT IS CONTRACTED AND AGREED by and between the said State Unemployment Compensation Commission, the undersigned, that for and in consideration of the sum of $103.60, paid by the Continental Casualty Company, the receipt whereof is hereby acknowledged, does forever acknowledge full satisfaction of any and all claims or rights of action which the undersigned may now, or hereafter have against the said Continental Casualty Company by reason of its execution of said surety bond for the said E.E.Rockey and the said Glenn Rockey, and the undersigned hereby waives and releases unto the said Continental Casualty Company any and all claims which he may now have, or may hereafter have against any fund in the hands of the State of Oregon, or the State Highway Commission of the State of Oregon, by reason of any money earned, or due the said E.E.Rockey and Glenn Rockey, and the undersigned hereby transfers, assigns and sets over unto the Continental Casualty Company all claims, rights of action and interest which the undersigned may have against E.E.Rockey and Glenn Rockey to the extent of this payment and hereby authorizes and subrogates the said Continental Casualty Company to every right which the undersigned may have against the said E.E.Rockey and the said Glenn Rockey to the extent of this payment.

Dated at **Salem, Oregon,** this 28th day of October 1941.

STATE UNEMPLOYMENT COMPENSATION COMMISSION

By T. Morris Dunn
Chairman

By Gaiser
Administrator

Witness
Blanche M. Schwining

COMPROMISE, RELEASE AND ASSIGNMENT

THAT WHEREAS, CHAIN BELT COMPANY, did during the year 1940 furnish certain equipment for E. E. Rockey and Glenn Rockey, a co-partnership doing business as the Washington Hauling Company, and

WHEREAS it is claimed by the undersigned that there is due and owing from the said E.E. Rockey and Glenn Rockey the sum of $29.49, but that said sum is disputed by the said E.E. Rockey and Glenn Rockey, and

WHEREAS the said E. E. Rockey and Glenn Rockey did heretofore enter into a contract and agreement with the State Highway Commission, under and by the terms of which said E.E. Rockey and Glenn Rockey did agree to furnish crushed rock to the Oregon State Highway Commission, among other things, being contract No. 2250, and said rock to be used on what is known as the Salmon River-Hebo-Ocean Lake Section of Oregon, and

WHEREAS the Continental Casualty Company did make, execute and deliver its surety bond guaranteeing the performance by said E.E.Rockey and Glenn Rockey of said contract, and the payment of labor and material used in and upon said work, and

NOW, THEREFORE, IT IS CONTRACTED AND AGREED by and between the said CHAIN BELT COMPANY, the undersigned, that for and in consideration of the sum of $22.12, paid to Chain Belt Company by the Continental Casualty Company, the receipt whereof is hereby acknowledged, does forever acknowledge full satisfaction of any and all claims or rights of action which the undersigned may now, or hereafter have against the said Continental Casualty Company by reason of its execution of said surety bond for the said E.E.Rockey and the said Glenn Rockey, and the undersigned hereby waives and releases unto the said Continental Casualty Company any and all claims which he may now have, or may hereafter have against any fund in the hands of the State of Oregon, or the State Highway Commission of the State of Oregon, by reason of any money earned, or due the said E. E. Rockey and Glenn Rockey, and the undersigned hereby transfers, assigns and sets over unto the Continental Casualty Company all claims, rights of action and interest which the undersigned may have against E. E. Rockey and Glenn Rockey, to the extent of this payment, namely $22.12, and hereby authorizes and subrogates the said Continental Casualty Company to every right which the undersigned may have against the said E. E. Rockey and the said Glenn Rockey to the extent of this payment.

WHEREAS the undersigned has filed a claim against the fund in the hands of the State Highway Commission, of the State of Oregon, earned by the said E. E. Rockey and Glenn Rockey under said contract, it is specifically

CONTRACTED AND AGREED by the undersigned that said claim is hereby waived, released and withdrawn.

Dated at ~~Portland~~, ~~Oregon~~ Milwaukee Wis. this 18th day of March, 1941.

CHAIN BELT COMPANY
By
Treasurer

Witness:

Ruth H. Pearson

RECEIVED
OCT - 3 1941
FOR FILING

21-12-8

P

H. A. BEHRENS
CHAIRMAN OF THE BOARD

ROLLIN M. CLARK
SECRETARY

CONTINENTAL CASUALTY COMPANY

CHICAGO

NORTHWEST CLAIM DEPARTMENT
1411 FOURTH AVENUE BLDG.
SEATTLE, WASHINGTON

WARNER M. BRUCE
SUPERINTENDENT

JACK R. WEGNER
ADJUSTER

October 1, 1941

R. H. Baldock,
Chief Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Attention: Carl F. Smith,
Accounting Division

RE: Washington Hauling Co.
S.D. 17989

Gentlemen:

We have your letter of September 27th with enclosures. The writer has accordingly executed the enclosed forms as requested and return the same herewith.

In addition to the $1572.75 represented by the final estimate,you are holding,as you know, warrant in favor of Washinton Hauling Company and endorsed over to Continental Casualty Company for a previous estimate in the sum of approximately $2500.00. Please forward that warrant to us together with the warrant for the final estimate as we have paid out in claims considerably more than the amount of these estimates.

Very truly yours,

Warner M. Bruce

Warner M. Bruce

WMB:ca
encls.

NOTED
H. B. GLAISYER

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
HURON W. CLOUGH, CANYONVILLE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE REFER TO FILE NO.

September 20, 1940

Mr. Glenn Rockey,
Kalama, Washington

Dear Sir:

Replying to your inquiry of September 16, am pleased to give you the following information pertaining to State Highway Contract No. 2250 which was awarded to the Washington Hauling Company for the Hebo-Oceanlake Rock Production Project in Lincoln and Tillamook Counties:

The completion date specified in the contract was May 31, 1940, but the job was not completed until June 15, 1940. Therefore, you should send in a request for an extension of time of 15 days to cover this overrun. Such request should be accompanied by the consent of the surety company on this job. There has been paid to date the sum of $7,015.95 and there is approximately $4,150 still due. It is possible that there will be some engineering costs charged against the job for the overrun in time.

The following claims are still on record as unpaid against this job:

Lumber Specialties, Inc., Cutler City, Oregon,	$199.62
Foster Mills, Inc., Willamina, Oregon	45.82
Marshall Wells Co., Portland, $742.37 plus $4.10 int.	746.47
Texas Company, Seattle, Washington	847.74
J.C. Rogers, Tillamook Wholesale Grocery Co., Tillamook	271.36
United Adjusters, Inc., 525 American Bank Bldg., Portland	671.00
P. L. Crooks & Co., for equipment rental	577.21
P. L. Crooks & Co., for explosives	1590.41
L. A. Courtemanche, tires and repairs	418.85
Newport Machine Shop, materials and labor	25.55
Sunset Tire Corporation	219.10
General Petroleum Corp. of California	1738.78
Linde Air Products Co.	23.01
P. B. Doherty, labor	81.53
" " , installing crusher	208.51

Western Fence & Wire Works, Portland	97.77
Superior Typewriter Service, [illegible]	118.57
Hirsch-Weis Manufacturing Co., merchandise	522.20
Christ Bros., labor	

The foregoing are the claims of which we have been notified. There are [illegible], however, which have not been filed in this office.

As soon as these claims have been satisfied and the State Highway Commission has passed on your extension of time and has formally accepted this project as completed final settlement will be made.

Yours very truly,

Western Fence & Wire Works, Portland	97.77
Superior Typewriter Service, machines	$57.50
Hirsch-Weis Manufacturing Co., merchandise	148.57
Christ Bros., labor	522.20

The foregoing are the claims of which we have been notified. There may be others, however, which have not been filed in this office.

As soon as these claims have been satisfied and the State Highway Commission has passed on your extension of time and has formally accepted this project as completed final settlement will be made.

Yours very truly,

Secretary

DD:HC

R

RECEIVED
SEP 11 1941
FOR FILING

21-1208

September 10, 1941

Foster Mills, Inc.
Willamina, Oregon

Attention: Mr. W. H. Foster

Gentlemen:

This acknowledges your letter, dated September 4, directed to Mr. Earl Snell, Secretary of State, in regard to your claim in the amount of $45.82 against the Washington Hauling Company. Mr. Snell has forwarded the letter to this office, inasmuch as it concerns a state highway contract.

You inquire whether or not there is anything that the State Highway Commission can do to assist you in securing settlement of this account. In reply will say that all we can do is to offer you a bond, which was furnished by the Washington Hauling Company in connection with their contract. If you secure no satisfaction in taking your claim up with the hauling company, then it appears to us that you will have to sue on the bond. We have already advised you the name of the bonding company and the local agents for the same, and we have also referred you to the law which specifies the procedure for the filing of claims with the Secretary of State. I presume that you have already filed your notice with the Secretary of State.

I regret that I can be of no further assistance in the matter.

Very truly yours,

Secretary

MBG/mm

NOTED
D. ? DeSart

FOSTER MILLS, Inc.
MANUFACTURERS OF
Red and Yellow Fir Lumber
WILLAMINA, OREGON

September 4, 1941.

Sept. 8, 1941
Respectfully referred to the State
Highway Commission.
STATE DEPARTMENT

Mr. Earl Snell,
Secretary of State,
Salem, Oregon.

Dear Sir;

During March, 1940 we delivered to the Washington Hauling Company whose address was given us as Neskowin, Oregon, lumber to the total value of $45.82.

This lumber was for use on a contract job awarded to that company by the Oregon State Highway Commission, who advised us that the Continental Casulty Company, Local Agent Parker H. Lyman of Portland was the surety on their bond for the protection of claims, and the satisfactory completion of the project.

Unable to obtain satisfaction of our claim from the Washington Hauling Company, we filed a claim with the Continental Casulty Company for the full amount due us as quoted in first paragraph above. In reply thereto the Casulty Company wrote us under date of March 13, 1941 making us an offer to satisfy our claim by settlement of our claim, less 25%, or a total amount of $33.77.

We advised them that we could not accept their offer of settlement on the basis porposed, and have not heard from them since. We informed them further that our claim was just, and that expected settlement of our claim in the full amount.

If there is anythything your department can do to assist us in securing settlement on this account, it will be very much appreciated.

Yours very truly,

FOSTER MILLS, INC.

by: O B Foster

SEP 8 1941
EARL SNELL

ANSWERED
H. B. GLAISTER

RECEIVED
JUN 5 1941
FOR FILING

21-1208

June 5, 1941

Bedingfield and Grant
Attorneys at Law
Hall Building
Marshfield, Oregon

Dear Sirs:

This will acknowledge receipt of your letter of June 4th and advise that contract No. 2250 with Washington Hauling Co. for furnishing crushed rock ~~on the~~ Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highway was completed on June 15, 1940 and accepted by the Highway Commission on Jan. 10, 1941.

In case you do not have this information we also advise that the bond for this contract was furnished by Continental Casualty Company through their resident agent, Parker H. Lyman, 609 Wilcox Building, Portland.

Yours very truly,

STATE HIGHWAY COMMISSION

By

Secretary

DGD:OA

NOTED
D. G. DeSart

RECEIVED
JUN 5 - 1941
OREGON
STATE HIGHWAY COMMISSION

BEDINGFIELD AND GRANT
ATTORNEYS AT LAW
HALL BUILDING
MARSHFIELD, OREGON

J. B. BEDINGFIELD
D. J. GRANT

June 4, 1941

Oregon State Highway Commission
Salem,
Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

This office is writing to inquire regarding the present status of the contract of the Washington Hauling Company, being contract No. 2250, with the Oregon State Highway Commission, for the furnishing of crushed rock in stock piles on the Hebo-Ocean Lake section of the Oregon Coast-Salmon River Highway in Lincoln and Tillamook Counties.

This office represents a claimant for whom we believe it is going to be necessary that we bring action in the name of the State of Oregon against the bonding company, to collect for wages due him, and which were not paid by the Washington Hauling Company.

We would appreciate it very much if you would advise this office whether or not this contract has been completed, and whether an acceptance of the work has been made by the Highway Commission by affirmative action.

Thanking you for your attention to this matter, we are

Very truly yours

BEDINGFIELD AND GRANT

By D.J. Grant Jr

DJG/E

RECEIVED
APR 25 1941
FOR FILING

21-1208

April 24, 1941

Hon. Earl Snell
Secretary of State
State Capitol
Salem, Oregon

Dear Sir:

This acknowledges receipt of your letter of April 23 enclosing three copies of a notice of claim by Leonard H. Gray against Washington Hauling Company in the amount of $67.23 for wages and $10.00 for one 25-foot choker line (total $77.23) in connection with work on the Hebo-Ocean Lake Rock Production Project on the Oregon Coast and Salmon River Highways in Lincoln and Tillamook Counties.

We have noted this claim in our records of this job and will see that copies of the notice thereof are today forwarded to the contracting firm and its surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

[illegible]

NOTED
D. G. DeSart

April 24, 1941

CONTINENTAL CASUALTY COMPANY
[illegible] H. Lyman, Local Agent
609 Wilcox Building
Portland, Oregon

Gentlemen:

We have today received through the Secretary of State three copies of a notice of claim by Leonard H. Gray against Washington Hauling Company, in the amount of $67.23 for wages and $10.00 for one 25-foot choker line (total $77.23) in connection with the performance of State Highway Contract No. 2250 - Hebo-Ocean Lake Rock Production Project on the Oregon Coast and Salmon River Highways in Lincoln and Tillamook Counties.

Inasmuch as you are surety for the contracting firm on this job, we hand you herewith, for your information and attention, a copy of this notice of claim.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

[illegible]

cc - Washington Hauling Company
c/o [illegible]
First National Bank of Enumclaw
Enumclaw, Washington

April 21, 1941

Earl Snell,

Secretary of State,

Salem, Oregon

Dear Mr. Snell:

To the State of Oregon:

Notice hereby is given that the undersigned, Leonard H. Gray has a claim for amount earned and due for wages $67.23 and one 25 foot choker line valued at $10 against the bond taken from the Washington Hauling Co., Hebo-Ocean Lake Rock Production Project, state highway contract No. 2250.

LEONARD H. GRAY
Leonard H. Gray.

5105 Mead St.,

Seattle, Wn.

LG:VG

Endorsed: File No. 2984
Filed 4/23/41
EARL SNELL
Secretary of State

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
APR 24 1941
STATE HIGHWAY COMMISSION

April [illegible], 1941

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. [illegible]

There are enclosed for your information and files, three copies of a notice of claim by Leonard H. Gray against the bond taken from Washington Hauling Co. for $67.2[illegible] and $10.00 for work on the Hebo-Ocean Lake rock production project, contract No. 2250, which was received and filed today.

Please acknowledge receipt of the copies in order to complete our files.

Very truly yours,

Earl Snell
Secretary of State

[illegible]
encs. 3

RECEIVED
APR 21 1941
FOR FILING
O'NEILL & STAFFORD

21-1208

April 21, 1941

O'Neill & Stafford
9th Floor Hoge Building
Seattle, Washington

Dear Sirs:

This will acknowledge receipt of your letter of April 17th and advise that we are mailing you under separate cover, certified copy of Contract No. 2250 with Washington Hauling Company for furnishing crushed rock on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways. There is no charge for this contract but it is necessary that you furnish us with an affidavit that labor or materials for the prosecution of such work under this contract has been supplied by your claim and that payment for the same has not been made.

This affidavit is in accordance with Chapter 517, Oregon Laws, 1949, a copy of which is enclosed for your convenience.

Yours very truly,

STATE HIGHWAY COMMISSION

By

Secretary

DGD:OA

LAW OFFICES
O'NEILL & STAFFORD
9th FLOOR HOGE BUILDING
SEATTLE

EDMUND STAFFORD
HERALD A. O'NEILL

RECEIVED
APR 18 1941
STATE HIGHWAY COMMISSION

April 17, 1941

State Highway Commission
State of Oregon
Salem, Oregon

Gentlemen:

We would like to obtain a certified copy of contract and certified copy of bond in re contract No. 2250 with the Oregon State Highway Commission for the furnishing of crushed rock in stock piles on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

If there is a charge in connection with same, kindly let us know, and we will forward check.

Yours very truly,

Stewart N Lombard

SNL:NM

REFERRED TO Dewart
BY SECRETARY

prepare certified copy for him.
also prepare reply saying he must
file affidavit as required by law –
HBG

RECEIVED
APR 17 1941
FOR FILING

21-1208

April 16, 1941

CONTINENTAL CASUALTY COMPANY
609 Wilcox Building
Portland

Attention Parker H. Lyman

Gentlemen:

This will acknowledge receipt of your letter of April 15 and advise that the address of Mr. Leonard E. Gray is 5105 Maud Street, Seattle, Wn.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DGD:ahd

NOTED
D. G. DeSart

M. P. CORNELIUS
PRESIDENT

H. A. BEHRENS
CHAIRMAN OF THE BOARD

ROLLIN M. CLARK
SECRETARY

CONTINENTAL CASUALTY COMPANY

CHICAGO

PARKER H. LYMAN
MGR. CLAIM DEPT.

OREGON CLAIM DEPT.
609 WILCOX BLDG.
PORTLAND, OREGON

RECEIVED
APR 16 1941
STATE HIGHWAY COMMISSION

April 15, 1941

State Highway Commission,
Salem, Oregon

Gentlemen:

Re: Washington Hauling Company

We have received your letter of the 3rd advising us of claim filed by Mr. Leonard H. Gray in connection with bond issued by our company on behalf of the above named.

We would appreciate your advices as to whether Mr. Gray's address appears in your file.

Thanking you for supplying us with the above information I am,

Yours very truly,

Parker H. Lyman

Mgr. Claim Dept.

PHL ET

RECEIVED
APR 4 1941
FOR FILING

21-1208

April 3, 1941

Mr. Leonard H. Grey
5105 Mead Street
Seattle, Washington

Dear Mr. Grey:

Reply is made to your letter of March 22 advising us of your claim against the Washington Hauling Company for services rendered that company in connection with its contract with the State Highway Commission for the Hebo-Ocean Lake Rock Production Project, state highway contract No. 2250.

According to our records this job was completed on June 15, 1940, and was accepted by the State Highway Commission on January 10, 1941. In connection with this job, the contractor furnished the State of Oregon with a surety bond for the protection of claims. This bond was written by the Continental Casualty Company for whom Parker H. Lyman is the local representative with offices in the Wilcox Building, Portland.

I would suggest that you file your claim with the bonding company and also with the Secretary of State of the State of Oregon in conformance with the provisions of Chapter 517, Oregon Laws 1939.

If you secure no satisfaction either from the contractor or the surety company within a reasonable length of time, it will then be necessary for you to sue on the bond.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

HBG:HC
am

P.S.
This letter will also serve as an acknowledgment of your letter of March 22 directed to Mr. Earl Snell, Secretary of State, which letter has been forwarded to this office.

H. B. G.

NOTED
D. G. DeSart

April 3, 1941

Continental Casualty Company
Parker H. Lyman, Agent
Wilcox Building
Portland, Oregon

Gentlemen:

This office has been advised that Leonard H. Gray has a claim for wages against the Washington Hauling Company in connection with its contract with the State Highway Commission for the Nebo-Ocean Lake Rock Production Project, state highway contract No. 2250.

This information is given you inasmuch as you appear surety on the bond furnished by the Washington Hauling Company in connection with this job.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

MC:AM

cc - Mr. Glen Rockey
Kalama, Washington

RECEIVED
MAR 24 1941
[illegible]

March 22, 1941

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

From Feb. 14th to April 2nd, 1940, I worked on the rock crushing job in Neskowin, Oregon and have never received my wages from Washington Hauling Co. The contractor's were E. E. Rockey and Glenn Rockey. Is it too late to file a claim for same and if not just what procedure should be followed? Does a claim for back wages necessitate a court action?

An early reply would be appreciated.

12250

Completed 6-15-40
Accepted 1-10-41

Sincerely,

Leonard H. Gray
Leonard H. Gray
5105 Mead St.,
Seattle, Wash.

LG:VG

ANSWERED
H. B. GLAISYER

RECEIVED
MAR 24 1941
STATE HI[illegible] COMMISSION

March 22, 1941

Earl Snell
Secretary of State
Salem, Oregon

Dear Sir:

From Feb. 14th to April 2nd, 1940, I worked on the rock crushing job in Neskowin, Oregon and have never received my wages from Washington Hauling Co. The contractor's were E. E. Rockey and Glenn Rockey. Is it too late to file a claim for same and if not just what procedure should be followed? Does a claim for back wages necessitate a court action?

An early reply would be appreciated.

Sincerely,

Leonard H. Gray
Leonard H. Gray
5105 Mead St.,
Seattle, Wash.

LG:VG

Respectfully referred to State Highway Commission

STATE DEPARTMENT

MAR 2[illegible] 1941

4

RECEIVED
[illegible] - 1941
FOR FILING

21-1208

March 3, 1941

Mr. C. J. Rockey
Route 2, Box 109
Chehalis, Washington

Dear Sir:

Reference is made to your letter of February 24 in regard to your claim against the Washington Hauling Company arising out of its contract, No. 2250, with the Oregon State Highway Commission for the furnishing of crushed rock in stock piles on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

You inquire whether or not it will be necessary for you to bring suit against the bonding company to collect your claim. I presume that will be necessary if you are not able to make satisfactory settlement otherwise inasmuch as the State Highway Commission does not make deductions from contractor's estimates for the payment of claims incurred against highway contracts. I would suggest that, if you have not already done so, you file your claim with the bonding company which in this instance is the Continental Casualty Company for whom Parker H. Lyman is agent with offices in the Wilcox Building, Portland. If you do not receive a satisfactory reply, then do what you or your attorney consider necessary.

Trusting that you will be able to make satisfactory settlement without the necessity of court action, I remain

Very truly yours,

HBG:AM

Secretary

a

Chehalis Wash.
Feb. 24, 1941

State Highway Commission
Salem Ore.

RECEIVED
FEB 26 1941
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

There was a claim filed in your office some time ago and also in the Secretary of States office for wages due me for work I performed in the State of Oregon. as yet I have not heard from the bonding company. do I have to bring suit against the bonding company or will the state deduct it from the final estimate? The contract number of the job was 2250.

Hoping to receive your advice on this matter at your earliest convenience, I remain,

Sincerely Yours,
C. J. Rickey
R.2. Bx109.

ANSWERED
H. B. [illegible]

RECEIVED
JAN 27 1941
FOR FILING

21-1208

January 24, 1941

Continental Casualty Company
Parker H. Lyman
609 Wilcox Bldg.
Portland, Oregon

Gentlemen:

We have received through the office of the Secretary of State copies of a notice of claim by Clarence J. Rockey, in the amount of $575.90 for work on the Hebo-Ocean Lake Rock Production Project, Oregon Coast and Salmon River Highways in Lincoln & Tillamook Counties, being contract No. 2250.

Inasmuch as you are surety for the contracting firm on this job, we hand you herewith, for your information and such action as is necessary, a copy of this notice of claim.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGD:RS

cc Washington Hauling Co.
c/o Glenn E. Rockey
Kalama, Washington

NOTED
D. G. DeSart

January 24, 1941

Honorable Earl Snell
Secretary of State
Salem, Oregon

Dear Sir:

This acknowledges receipt of your letter of January 21, 1941, enclosing three copies of a notice of claim by Clarence J. Rockey, in the amount of $578.90, against the Washington Hauling Company for work on contract No. 2250, Hebo-Oceanlake Rock Production Project in Lincoln and Tillamook Counties.

We have noted this claim in our records of this job and will today forward to the contractor and his surety copies of the notice thereof.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

NOTED
D. G. DeSart

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

January 21, 1941

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There are enclosed for your information and files, three copies of a notice of claim by Clarence J.Rockey for $573.90, less State deductions and social security, for employment by the Washington Hauling Company for work on contract No. 2250, which was received and filed in this office today.

Please acknowledge receipt of the copies.

Very truly yours,

Earl Snell
Secretary of State

S:FM
encs. 3

REFERRED TO
Dll Sars
BY SECRETARY

usual letters

COPY

January 20, 1941

The following is a statement of time and deductions concerning my employment by the Washington Hauling Co. of Seattle, Wash. excluding any deductions according to the State Laws of Oregon.

I wish to enter a claim with the State of Oregon for the balance due on wages performed on the Hebo-Oceanlake Rock production project in Lincoln and Tillamook Counties. Contract No. 2250. Commencing work on February 6, 1940 and finishing on June 14, 1940 at the rate of $150.00 per month;

5 months and one week at $150.00 per mo.- - - - - - - - - - - $787.50
120 days board and room at $1.20 - - - - - - - $153.60
Received by cash 60.00
$213.60
213.60
Balance due less State Deductions and Social - - - - $573.90
Security #539-12-7907

CLARENCE J. ROCKEY
R. F. D. #2, ~~Box 109~~
Chehalis, Washington

Subscribed and sworn before me this 20 day of Jan 1941.

M. A. DOSSER
Notary Public in and for the
State of Washington
Residing at Chehalis

(NOTARIAL SEAL)

Endorsed: File No. 2979
Filed Jan. 21, 1941
EARL SNELL
Secretary of State

January 23, 1941

Continental Casualty Company
Parker H. Lyman
609 Wilcox Building
Portland, Oregon

Gentlemen:

Clarence J. Rockey has today filed a claim in the amount of $575.90, against the Washington Hauling Company and your company as surety, for work performed under contract No. 2250 on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGD:RS
cc Washington Hauling Company
c/o Glenn Rockey
Kalama, Washington

NOTED
D. G. DeSart

January 25, 1941

Mr. Clarence J. Rockey
R.F.D.#2, Box 109
Chehalis, Washington

Dear Sir:

This will acknowledge receipt of your sworn statement dated January 20, setting out your claim for wages against the Washington Hauling Company for labor performed on the Nebo-Ocean Lake Section of the Oregon Coast and Salmon River Highway under contract No. 2250.

In accordance with our usual custom we are calling this claim to the attention of the Washington Hauling Company and the Continental Casualty Company, who furnished the surety bond on this contract. However, we advise that you file your claim with the Secretary of State, in accordance with Chapter 517, Laws of 1939, copy of which is enclosed for your guidance.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DOD:RS

NOTED
D. G. DeSart

January 20,1941

The following is a statement of time and deductions concerning my employment by the Washington Hauling Co. of Seattle, Wash. excluding any deductions according to the State Laws of Oregon.

I wish to enter a claim with the State of Oregon for the balance due on wages performed on the Hebo-Oceanlake Rock production project in Lincoln and Tillamook Counties. Contract No. 2250. Commencing work on February 6, 1940 and finishing on June 14, 1940 at the rate of $150.00 per month:

5 months and one week at $150.00 per mo.- - - - - - - - - - -$787.50
128 days board and room at $1.20- - - - - -$153.60
Received by cash 60.00
$213.60
213.60
$573.90
Balance due less State Deductions and Social Security - - - $573.90
Security # 533-12-7907

Clarence J. Rockey
R.F.D. #2, Box 109
Chehalis, Washington

Subscribed and sworn before me this 20 day of Jan 1941.

M A Klosser
Notary Public in and for the
State of Washington
Residing at Chehalis

RECEIVED
JAN 21 1941
FOR FILING

21-1208

January 21, 1941

Coan & Rosenberg
Attorneys at Law
710 Pittock Block
Portland, Oregon

Gentlemen:

This will acknowledge receipt of your letter of January 18 and advise that the bonding company for the Washington Hauling Company's contract No. 2250, Hebo-Ocean Lake Rock Production Project, in Lincoln & Tillamook Counties, is as follows:

Continental Casualty Company
Parker H. Lyman, Agent
609 Wilcox Building
Portland, Oregon

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS

a

COAN & ROSENBERG
ATTORNEYS AT LAW
710-716 PITTOCK BLOCK
PORTLAND, OREGON

RALPH A. COAN
ABE EUGENE ROSENBERG
MARVIN S. W. SWIRE
BURTON L. COAN

January 18, 1941

RECEIVED
JAN 20 1941

State Highway Commission
Salem, Oregon

Gentlemen:

Will you kindly advise the name of the company who posted an indemnity bond for contract awarded to Washington Hauling Co. for the construction or repair of an Oregon State highway running through or by Neskowin, Oregon.

We are referring to labor and materialman's bond against which we have a claim.

Very truly yours,

MS:EC

REFERRED TO
DeSart
BY SECRETARY
[illegible]

FORM E-102X 10M 6-40

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN
PORTLAND
HURON W. CLOUGH, MEMBER
CANYONVILLE
HERMAN OLIVER, MEMBER
JOHN DAY

OREGON
STATE HIGHWAY COMMISSION

R. H. BALDOCK, CHIEF ENGINEER
C. B. McCULLOUGH, ASS'T CHIEF ENGINEER
J. M. DEVERS, CHIEF COUNSEL
H. B. GLAISYER, SECRETARY

SALEM

RECEIVED
JAN 27 1941
OREGON STATE HIGHWAY COMMISSION

21-1208

January 14, 1941

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Glen E. Rockey
Kalama, Washington

Dear Sir:

Regarding Contract No. 2250, Hebo-Oceanlake Section of the Oregon Coast and Salmon River Highways in Lincoln and Tillamook Counties, for furnishing 6,000 cubic yards of crushed rock in stockpiles, which was completed June 15, 1940:

The above contract was accepted by the Oregon State Highway Commission in a meeting held January 10, 1941, and is ready for payment, but we are informed by Mr. M. C. Wood, of this office, that the pay rolls for the weeks ending June 8 and 15, 1940, have not been submitted to date. Mr. Wood, in a letter to the Washington Hauling Company, dated July 23, 1940, requested that these pay rolls be submitted at an early date, but has never received an answer to his request.

In order to facilitate final payment on this contract, please send us these pay rolls as soon as possible.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dist. by J. Rhodes/GS

cc Mr. Parker E. Lyman
Continental Casualty Co.
609 Wilcox Building
Portland, Oregon

Mr. D. G. DeSart

Mr. M. C. Wood

NOTED
D. G. DeSart

c

FORM E-80 REVISED

RECEIVED
FEB 5 1941
FOR FILING

21-1208

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 9, 1941

Subject: Acceptance of Completed Contracts

To: Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Office

Dear Sir:

All work has been completed on the following State Highway contract.

Contract No. 2250, with Washington Hauling Company, for furnishing 6,000 cubic yards of crushed rock in stockpiles on the Hebo-Oceanlake Section of the Oregon Coast and Salmon River Highways in Lincoln and Tillamook Counties, was completed on June 15, 1940. (2)

Acceptance of the above listed project by the State Highway Commission is hereby recommended.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By S. H. Probert

S. H. Probert
Office Engineer

Dict. by J. Rhodes/GS

cc Mr. D. G. DeSart
Mr. J. W. McCallister

REFERRED TO DeSart
BY SECRETARY

APPROVED BY HIGHWAY COMMISSION
DATE January 10, 1941
Secretary

RECEIVED
DEC 21 1940
FOR FILING

21-1208

December 20, 1940

Continental Casualty Company
Parker H. Lyman, Mgr. Claim Dept.
609 Wilcox Building
Portland, Oregon

Gentlemen:

In response to your inquiry of December 19 wish to advise that the Washington Hauling Company's contract, No. 2250, Hebo-Ocean Lake Rock Production Project, has not as yet been accepted by the State Highway Commission.

Very truly yours,

State Highway Commission

By

Secretary

dd;am

H. A. BEHRENS
CHAIRMAN OF THE BOARD

ROLLIN M. CLARK
SECRETARY

CONTINENTAL CASUALTY COMPANY

CHICAGO

PARKER H. LYMAN
MGR. CLAIM DEPT.

OREGON CLAIM DEPT.
609 WILCOX BLDG.
PORTLAND, OREGON

RECEIVED
DEC 20 1940
STATE HIGHWAY COMMISSION

December 19, 1940

Mr. W. B. Glaisyer,
Oregon State Highway Commission,
Salem, Oregon

Dear Mr. Glaisyer:

We would appreciate your advices as to the date of acceptance of the work performed under the contract by Washington Hauling Company; contract #2250 for furnishing of materials in stock pile for the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways in Lincoln and Tillamook Counties.

Yours very truly,

Parker H. Lyman

Parker H. Lyman

PHL ET

RECEIVED
DEC 17 1940
FOR FILING
21-1208

a

December 16, 1940

Continental Casualty Co.
Parker H. Lyman, Agent
609 Wilcox Building
Portland, Oregon

Gentlemen:

We have a request from the Washington Hauling Company for an extension of time on Contract No. 2250, Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties, from the specified date of completion to June 15, 1940, the date on which this contract was completed.

If this extension meets with your approval please furnish us with a letter consenting to the same.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

cc - Mr. Glen Rockey
c/o Washington Hauling Co.
Kalama, Washington

F. B. Mason

RECEIVED
DEC 12 1940
FOR FILING

21-1208

December 9, 1940

Continental Casualty Company
Parker H. Lyman
609 Wilcox Bldg.
Portland, Oregon

Gentlemen:

We have received through the office of the Secretary of State copies of a notice of claim by the Band Truck Line, in the amounts of $37.50 and $12.16, against the Washington Hauling Company for welding gas and truck hauling on contract No. 2250, for rock production on the Nebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways in Lincoln and Tillamook Counties.

Inasmuch as you are surety for the contractor on this job, we hand you herewith, for your information and such action as is necessary, a copy of this notice of claim.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS
encl.
cc - Washington Hauling Co.

NOTED
D. G. DeSart

December 9, 1940

Honorable Earl Snell
Secretary of State
Capitol

Dear Sir:

This acknowledges receipt of your letter of December 6, 1940, enclosing three copies of a notice of claim by Rand Truck Line in the amounts of $37.50 and $12.16, against the Washington Hauling Company for welding gas and truck hauling on State Highway Contract No. 2250.

We have noted this claim in our records of this job and will today forward to the contractor and his surety copies of the notice thereof.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

COPY

Portland, Oregon, November 27, 1940

State of Oregon,
c/o Secretary of State,
Salem, Oregon.

Gentlemen:

Notice is hereby given that the undersigned Rand Truck Line, a corporation, with offices in Portland, Oregon, and McMinnville, Oregon, has a claim for welding gas sold and delivered and for truck hauling of miscellaneous materials used in the prosecution of the work hereinafter mentioned, which claims are in the amount of $37.50 and $12.15, respectively, against the bond from Washington Hauling Company as principal and Continental Casualty Company as surety, for work on Oregon State Highway Contract No. 2250, having to do with the furnishing of crushed rock in stock piles on the Echo-Ocean Lake Section of the Oregon Coast and Salmon River Highways in Lincoln and Tillamook Counties.

Very truly yours,

RAND TRUCK LINE

By R. R. RAND
President

Endorsed:

File No. 2965
Filed December 2, 1940
Earl Snell, Secretary of State

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

December 5, 1940

State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

Enclosed are three copies of a notice of claim by Rand Truck Line for welding gas and truck hauling in the amounts of $37.50 and $12.16, against the bond taken from Washington Hauling Company, principal, and Continental Casualty Company, surety for work on Contract No. 2250.

Kindly acknowledge receipt of the copies.

Very truly yours,

Secretary of State

S:FL

Enc.

RECEIVED
DEC 9 1940
FOR FILING

21-1208

December 7, 1940

Day, Hampson & Nelson
Attorneys at Law
800 Pacific Building
Portland, Oregon

Gentlemen:

This will acknowledge receipt of your letter of December 6 transmitting affidavit of claim of Rund Truck Line in support of your request for a certified copy of the State Highway Commission's contract with the Washington Hauling Company for the Neho-Ocean Lake Section of the Oregon Coast and Salmon River Highways, Contract No. 2250.

A certified copy of the contract requested is going forward to you today, under separate cover, and in accordance with our usual practice we are calling this claim to the attention of the surety and the contractor.

Very truly yours,

DD:AH

Secretary

NOTED
D. G. DeSart

December 7, 1940

Continental Casualty Co.
Parker H. Lyman, Agent
609 Wilcox Building
Portland, Oregon

Gentlemen:

This is to advise you that the State Highway Commission has today received an affidavit of claim of the Rand Truck Line in the amount of $37.50 for materials furnished the Washington Hauling Company in connection with state highway contract No. 2250, Neho-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

This information is given you inasmuch as you appear surety on the bond furnished by the Washington Hauling Company in connection with the above-mentioned contract.

Very truly yours,

DD:AM

Secretary

cc - Mr. Glen Rockey
Kalama, Washington

NOTED
D. G. DeSart

DEY, HAMPSON & NELSON
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND, OREGON

ALFRED A. HAMPSON
PAUL P. FARRENS
CLARENCE J. YOUNG
ANDREW KOERNER
HERBERT L. SWETT
FRANK C. McCOLLOCH
RICHARD R. MORRIS
JAMES C. DEZENDORF
ROSCOE C. NELSON, JR.
RICHARD B. MAXWELL
ALFRED H. CORBETT

December 6, 1940.

State Highway Commission,
Salem,
Oregon.

Re: Washington Hauling Company -
State Highway Contract No. 2250

Gentlemen:

We enclose herewith affidavit of R. R. Rand, President of Rand Truck Line, Portland, Oregon, setting forth that that company has a claim against the bond given by Washington Hauling Company, principal, and Continental Casualty Company, surety, in connection with the furnishing of crushed rock in stock piles on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, and also for transportation of certain articles, all relating to Oregon State Contract No. 2250.

Will you please send us certified copy of the contract and bond covering this work, as provided by Section 67-1101, Oregon Code as amended.

Very truly yours,

Dey Hampson & Nelson

15-5

Enclosure

REFERRED TO [illegible]
BY SECRETARY

Certified Copy
[illegible]

STATE OF OREGON,)
) ss.
County of Multnomah,)

I, R. R. RAND, being first duly sworn, depose and say:

That I am President of Rand Truck Line, an Oregon corporation, and have personal knowledge of the facts herein set forth.

During the period from March 27, 1940, to June 24, 1940, at the special instance and request of Washington Hauling Company, Rand Truck Line sold and delivered to Washington Hauling Company welding gas of the reasonable and agreed value of $37.50, which was used by said Washington Hauling Company in connection with the furnishing of crushed rock in stock piles on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways in Lincoln and Tillamook Counties, Oregon, being State Highway Contract No. 2250; and did likewise between said dates transport from Portland,McMinnville and other Oregon points to Otis Junction, Oregon , various articles for which Rand Truck Line is entitled to the sum of $12.16 as the reasonable and agreed transportation cost thereof and which articles so transported were used by said Washington Hauling Company as contractor in connection with the furnishing of crushed rock in stock piles on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highway in Lincoln and Tillamook Counties, Oregon, being State Highway Contract No. 2250.

I further say that no part of said sums has been paid and that the entire amount is now due and owing to Rand Truck Line.

That Continental Casualty Company is the surety on the bond given by said Washington Hauling Company for the faithful performance of said contract, and that formal notice of the claim of Rand Truck Line against said contractor and said surety was duly filed with the Secretary of State for the State of Oregon on or about November 30, 1940; that I make this affidavit for the purpose of securing certified copies of said contract and bond for the purpose of bringing action thereon as provided by law.

R.N. Rand

Subscribed and sworn to before me this 4th day of December, 1940.

Bernard C. Kane
Notary Public for Oregon

My commission expires
NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES OCT. 3, 1942

RECEIVED
DEC 2 1940
FOR FILING

21-1208

November 29, 1940

Mr. P. L. Crooks
c/o P. L. Crooks & Co., Inc.
2145 N. W. Pettygrove St.
Portland, Oregon

Dear Mr. Crooks:

Reply is made to your letter of November 27 regarding the Washington Hauling Company's contract for furnishing materials for the Neko-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties, Contract No. 2258.

According to our records this job was completed on June 15, 1940, but has not as yet been accepted by the State Highway Commission.

The Commission purchased from this company, under Purchase Order No. 4913, certain stock pile materials. According to our records material furnished under the purchase order was produced and stock piled by the Washington Hauling Company during the period starting with the week ending April 20 and ending with the week terminating on May 18, 1940. The company furnished under such purchase order: 885.2 cu. yds. of 3/4" to ½"; 446.6 cu. yds. of ½" to ¼"; and 339.7 cu. yds. of ¼" to 10 mesh materials. The unit price for each grade of materials was $1.30 per cu. yd. and the total amount paid for such materials was $2,172.95.

I trust that this information will be of some value to you in determining the lienability of your claim.

Very truly yours,

HDG:AM

Secretary

EIVED
V 28 1940

L. CROOKS & CO., INC.
EQUIPMENT AND SUPPLIES
2145 N. W. PETTYGROVE ST.
PORTLAND, OREGON
ATWATER 7767

STORAGE
WAREHOUSE - - SHED - - YARD

SALE OR RENT
AIR COMPRESSORS
POWER UNITS
DRAGLINES
CRUSHERS
TRACTORS
GRADERS
SHOVELS
ROLLERS
TRUCKS
HOISTS
DRILLS
PUMPS
HOSE
BITS

November 27th 1940

REFERRED TO [illegible]
BY SECRETARY

give me an
outline of
the facts

HSL

to the contract of the Washington Hauling Company -
of the Oregon Coast and Salmon River Highway in
ounties for furnishing 6000 cubic yards of crushed
b let December 7th, 1939 - amount of contract

As Trustee for Saxton, Looney & Risley I rented the Washington Hauling Company equipment for which rentals amounted to $1795.86 for this job. P. L. Crooks & Co., Inc., sold the Washington Hauling Company explosives in the amount of $577.21 for this job. No payments whatsoever were made for rentals of equipment and repairs of equipment or the explosives furnished. Claims were filed against the Continental Casualty Company, surety for the Washington Hauling Company for the full amounts.

The Continental Casualty Company claim they are not liable for part of the claims as the Washington Hauling Company were operating both on a contract and selling you crushed rock on purchase orders and which were not covered under their contract or bond.

In view of these facts, we would appreciate receiving from you the following information:

Was the contract completed before you bought rock under purchase orders? What date was their contract completed? What date or dates was rock purchased or delivered on your purchase orders? What is the number of cubic yards and the value of the crushed rock produced under their contract with you? What is the number of cubic yards and the value of the crushed rock sold to you under purchase orders?

It appears to us that if the Washington Hauling Company were producing rock under their contract and selling to you on purchase orders at the same time, that it is going to be a hard matter to determine just what part of our bills are lienable and if we are protected by their bond to you.

Thanking you for giving this matter your prompt attention, we remain,

Yours very truly

P. L. Crooks & Co., Inc.,

By P. L. Crooks

PLC/lc

RECEIVED
NOV 28 1940

P. L. CROOKS & CO., INC.

EQUIPMENT AND SUPPLIES
2145 N. W. PETTYGROVE ST.
PORTLAND, OREGON
ATWATER 7767

STORAGE
WAREHOUSE - - SHED - - YARD

DISTRIBUTORS
E. H. EDWARDS WIRE ROPE
E. H. EDWARDS WELDWEAVE
WIRE ROPE FITTINGS, INC
LAUGHLIN SAFETY CLAMPS
MC KIERNAN TERRY CORP
GENERAL ELECTRIC SUPPLY
HUNT PROCESS CO
USED WIRE ROPE
AUTO TOW LINES
CABLE CLAMPS
RAFTING DOGS
DRILL STEEL
EXPLOSIVES
BLOCKS

SALE OR RENT
AIR COMPRESSORS
POWER UNITS
DRAGLINES
CRUSHERS
TRACTORS
GRADERS
SHOVELS
ROLLERS
TRUCKS
HOISTS
DRILLS
PUMPS
HOSE
BITS

November 27th 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

With reference to the contract of the Washington Hauling Company - Hebo-Oceanlake section of the Oregon Coast and Salmon River Highway in Lincoln and Tillamook Counties for furnishing 6000 cubic yards of crushed rock in stock piles. Job let December 7th, 1939 - amount of contract $11,580.00.

As Trustee for Saxton, Looney & Risley I rented the Washington Hauling Company equipment for which rentals amounted to $1795.86 for this job. P. L. Crooks & Co., Inc., sold the Washington Hauling Company explosives in the amount of $577.21 for this job. No payments whatsoever were made for rentals of equipment and repairs of equipment or the explosives furnished. Claims were filed against the Continental Casualty Company, surety for the Washington Hauling Company for the full amounts.

The Continental Casualty Company claim they are not liable for part of the claims as the Washington Hauling Company were operating both on a contract and selling you crushed rock on purchase orders and which were not covered under their contract or bond.

In view of these facts, we would appreciate receiving from you the following information:

Was the contract completed before you bought rock under purchase orders? What date was their contract completed? What date or dates was rock purchased or delivered on your purchase orders? What is the number of cubic yards and the value of the crushed rock produced under their contract with you? What is the number of cubic yards and the value of the crushed rock sold to you under purchase orders?

It appears to us that if the Washington Hauling Company were producing rock under their contract and selling to you on purchase orders at the same time, that it is going to be a hard matter to determine just what part of our bills are lienable and if we are protected by their bond to you.

Thanking you for giving this matter your prompt attention, we remain,

Yours very truly

P. L. Crooks & Co., Inc.

By P. L. Crooks

PLC/lc

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

From:

To:

Subject:

FINAL QUANTITIES

Washington Hauling Company Contract No. 2250

3/4"-1/2" Crushed Rock in Stockpiles	1,710.3	cu yds at	$1.18	$2,018.15
1/2"-1/4" " " " "	2,428.7	" " "	1.18	2,865.87
1/4"-#10 mesh " " " "	1,728.8	" " "	1.18	2,103.70
#10 mesh-0 Rejects " "	88.5	" " "	.25	22.13
Hauling Crushed Rock Pile Measure	54,363	yd mi "	.075	4,077.98
Quary-run Rejects (Waste) P. A. #1	200.0	" " "	.25	50.00
Hauling Quary-run Rejects P. A. #1	400.0	yd mi "	.075	30.00
				$11,167.83

Started 2-7-40 Completed 6-15-40

Material Purchased under Purchase order #4913

3/4"-1/2" Crushed Rock in Stockpile	885.2	cu yd at	1.30	1,150.76
1/2"-1/4" " " " "	446.6	" " "	1.30	580.58
1/4"-#10 " " " "	339.7	" " "	1.30	441.61
				$2,172.95

Produced and stockpiled during period beginning with week ending 4-20-40 and ending with week ending 5-18-40.

RECEIVED
NOV 27 1940
FOR FILING

21-1208

November 27, 1940

Mr. Parker H. Lyman, Agent
Continental Casualty Company
609 Wilcox Building
Portland, Oregon

Dear Sir:

Confirming our telephone conversation of a few moments ago, I am handing you excerpts from the weekly reports of the field engineer in charge of the Washington Hauling Company's contract, No. 2250, covering the weeks ending March 23, March 30, and April 6, 1940.

It is evident from these reports that the Washington Hauling Company started operation of its plant during the week ending March 23, particularly on Monday of that week, March 18, although very little material was delivered during that week.

The attachment that you inquired about was filed in the Circuit Court of Marion County by Spiegel and Spiegel, attorneys for claimants, United Adjusters, Inc.

Very truly yours,

HBG:AN

Secretary

cuit Court
Marion County

Notice of garnishment
and writ of attachment
United Adjusters Inc.

Where filed in Court,
Portland & Salem?

for week ending March 23, 1940:

d we took a screen test to see how
little material this week but had
to get out the dirt.

neer's Weekly Report for week ending March 30, 1940:

ran every day for a short time with intermittent shut-
tments. An excessive amount of fines got to going into the 1/4-inch material and it was necessary to install a longer No. 10 deck and put more water on the screens.

Field Engineer's Report for week ending April 6, 1940:

The contractor worked pretty steady this week; also made some necessary shifts in rig to adjust screen sizes.

on

date start
operating crusher

attachment ?
or
garnishment ?
where filed in court,
portland & salem ?

r's Weekly Report for week ending March 23, 1940:

urned over plant and we took a screen test to see how Monday. Put out a little material this week but had rework washing setup to get out the dirt.

r's Weekly Report for week ending March 30, 1940:

n every day for a short time with intermittent shut- ents. An excessive amount of fines got to going into the 1/4-inch material and it was necessary to install a longer No. 10 deck and put more water on the screens.

Field Engineer's Report for week ending April 6, 1940:

The contractor worked pretty steady this week; also made some necessary shifts in rig to adjust screen sizes.

Field Engineer's Weekly Report for week ending March 23, 1940:

Contractor turned over plant and we took a screen test to see how he was sizing on Monday. Put out a little material this week but had to shut down and rework washing setup to get out the dirt.

Field Engineer's Weekly Report for week ending March 30, 1940:

Contractor ran every day for a short time with intermittent shutdowns for adjustments. An excessive amount of fines got to going into the 1/4-inch material and it was necessary to install a longer No. 10 deck and put more water on the screens.

Field Engineer's Report for week ending April 6, 1940:

The contractor worked pretty steady this week; also made some necessary shifts in rig to adjust screen sizes.

RECEIVED
NOV 25 1940
FOR FILING

21-1208

November 23, 1940

Continental Casualty Company
Parker H. Lyman, Agent
609 Wilcox Building
Portland, Oregon

Gentlemen:

In response to your telephone call of November 22 I am pleased to inform you as follows in regard to the extra work done by the Washington Hauling Company during the progress of its contract with the State Highway Commission, No. 2250, for furnishing of materials in stock pile for the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties:

According to our records Purchase Order No. 4913, which has nothing whatsoever to do with Contract No. 2250, was dated February 23, 1940, and called for the furnishing of material in a stock pile at mile post 113.2 on the Oregon Coast Highway.

The records disclose that the performance of the order was carried on between April 20 and May 18, 1940, and that the following materials were furnished thereunder:

339.7 cu. yds. size one-fourth inch to 10 mesh
446.6 " " of one-half inch materials
885.2 " " of three-fourths inch materials

The warrant for the payment of this material was mailed from this office on June 12, 1940.

I trust this is the information you wanted.

Very truly yours,

Secretary

HBC:AM

RECEIVED
NOV 22 1940
FOR FILING

21-1208

November 21, 1940

General Petroleum Corporation
813 S. W. Alder Street
Portland, Oregon

Attention: C. A. Kilgas, District Credit Manager

Gentlemen:

Reply is made to your letter of November 18 concerning the Washington Hauling Company. I note your reference to Contract No. 393 but I am unable to identify this with any contract awarded by the State Highway Commission.

The Hebo-Ocean Lake Rock Production Project mentioned in your letter is state highway contract No. 2250 and in connection therewith the surety bond furnished by the contractor for the protection of claims was written by the Continental Casualty Company for whom Parker H. Lyman is agent with offices in the Wilcox Building, Portland.

The Highway Commission purchased additional material from the Washington Hauling Company under a separate order, being Purchase Order No. 4913, which was entirely aside from the contract referred to above and is not covered by the bond furnished in connection with said Contract No. 2250. No bond was furnished by the Washington Hauling Company in connection with this purchase order. I trust that this is the information you desire.

Very truly yours,

HBG:AH

Secretary

NOTED
D. G. DeSart

GENERAL PETROLEUM CORPORATION
OF CALIFORNIA
A SOCONY-VACUUM COMPANY
813 S. W. ALDER STREET
PORTLAND, OREGON

SOCONY-VACUUM

GARGOYLE LUBRICANTS

November 18, 1940

RECEIVED
NOV 19 1940

Oregon State Highway Commission
Salem,
Oregon
Attention: Mr. Glaisyer
Re: Washington Hauling Co.

Gentlemen:

We have been informed that some difficulties have been encountered in payment of the Hebo Ocean Lake Rock Production Project covered by the Washington Hauling Co. bond.

We have been informed that contract #3193, covering certain gravel hauling is involved. We would appreciate your advising us if such contract or purchase order was involved, and if so, advise us as to its details. We would also appreciate knowing whether or not this contract #3193 was covered by the Washington Hauling Co.'s Hebo Ocean Lake Rock Production Project bond, or a separate one.

Very truly yours,

C A Kilgas
DISTRICT CREDIT MANAGER

LS:CAKilgas

ANSWERED
H. B. GLAISYER

FORM 2031

Durant this is the only Transaction with
This firm this year Remington

Washington Hauling Co

Purchase Order 4913

5/27/40 In stockpile at MP 113.2 Oregon Coast Highway

339.7	c.yds	1/4 - #10	Rock	1.30
446.6	〃	1/2"	〃	〃
885.2	〃	3/4"	〃	〃

$2172.95

Paid on Vouche #8374

Warrant dated 6/12/40

RECEIVED
NOV 18 1940
FOR FILING

21-1208

November 12, 1940

Honorable Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of November 6, 1940, with copies enclosed of a claim which has been filed by the General Petroleum Corporation against the bond taken from the Washington Hauling Company in connection with state highway contract No. 2250.

In accordance with our usual practice we are today notifying the bonding company and the contractor that the claim has been filed.

Very truly yours,

STATE HIGHWAY COMMISSION

By

DD:AM

Secretary

NOTED
D. G. DeSart

November 12, 1940

Continental Casualty Company
Parker H. Lyman, Agent
609 Wilcox Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a claim which has been filed in the office of the Secretary of State by the General Petroleum Corporation of California against the bond taken from the Washington Hauling Company in connection with state highway contract No. 2250, Hebo-Ocean Lake Rock Production Project on the Oregon Coast and Salmon River Highways, in Lincoln & Tillamook Counties.

This is being forwarded to you inasmuch as you appear surety on the bond furnished by the contractor in connection with the above-mentioned contract.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

cc - Washington Hauling Co.
c/o Glen Rockey
Kalama, Washington

COPY

GENERAL PETROLEUM CORPORATION OF CALIFORNIA

A SOCONY - VACUUM COMPANY

Woodlark Building

813 S. W. Alder St.

PORTLAND, OREGON

October 30, 1940

Secretary of State
Salem, Oregon

Re: Washington Hauling Company
Seattle, Washington

Dear Sir:

Notice hereby is given that the undersigned, General Petroleum Corporation of California, has a claim for petroleum products in the sum of One Thousand Seven Hundred Thirty-Eight and Seventy-Eight One-Hundredths Dollars, $1,738.78, against the bond taken from the Continental Casualty Company for the work of furnishing 6,000 cubic yards of crushed material on contract #2250, Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways in Lane and Tillamook Counties.

Very truly yours,

GENERAL PETROLEUM CORPORATION
OF CALIFORNIA

BY C. T. KILGRAS

DISTRICT CREDIT MANAGER

GR:LS

ENDORSED:
File No. 2959
Filed November 6, 1940
EARL SNELL, Secretary of State

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
NOV 8 - 1940
[illegible]

November 6, 1940

State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention H. B. Glaisyer, Secretary

Enclosed are copies of a notice of claim by General Petroleum Corporation of California for petroleum products furnished in the sum of $1,738.78 against the bond taken from Continental Casualty Company, surety, by Washington Hauling Company, principal, for work of furnishing 6,000 cubic yards of crushed material on contract No. 2250, Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways in Lane and Tillamook Counties.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl Snell

Secretary of State

S:FL

Enc.

RECEIVED
NOV 13 1940
FCR FILES

21-1208

November 12, 1940

Honorable Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of November 8, 1940, with copies enclosed of a claim which has been filed by the W. J. McCready Lumber Company against the bond taken from the Washington Hauling Company in connection with state highway contract No. 2290.

In accordance with our usual practice we are today notifying the bonding company and the contractor that the claim has been filed.

Very truly yours,

STATE HIGHWAY COMMISSION

By

DD:AM

Secretary

NOTED
D. G. DeSart

November 12, 1940

Continental Casualty Company
Parker H. Lyman, Agent
609 Wilcox Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a claim which has been filed in the office of the Secretary of State by the W. J. McCready Lumber Company against the bond taken from the Washington Hauling Company in connection with state highway contract No. 2250, Hebo-Ocean Lake Rock Production Project on the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

This is being forwarded to you inasmuch as you appear surety on the bond furnished by the contractor in connection with the above-mentioned contract.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

cc - Washington Hauling Co.
c/o Glen Rockey
Kalama, Washington

NOTED
D. G. DeSart

COPY

W. J. McCREADY LUMBER CO.
RETAIL LUMBER AND BUILDING MATERIALS

Forest Grove, Oregon

October 23, 1940

To: Oregon State Highway Commission.

Notice is hereby given that the undersigned W. J. McCready and H. C. McCready, partners, doing business as W. J. McCready Lumber Co., has a claim for lumber and building materials furnished in the sum of $66.67 against the bond taken from E. E. Rockey and Glen Rockey, partners, DBA Washington Hauling Co. principals, and Continental Casualty Co. surety, for the work of rock productions, etc. on Oregon Coast and Salmon River Highways in Lincoln and Tillamook Counties, Nebo Ocean Lake Section, Contract No. 2250.

W. J. McCready Lumber Co.

By J. R. McCREADY

ENDORSED:

File No. 2960
Filed November 8, 1940
EARL SNELL, Secretary of State

RECEIVED
[illegible] 1940

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

November 8, 1940

State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention H. B. Glaisyer, Secretary

Enclosed are copies of a notice of claim by W. J. and M. C. McCready, partners, doing business as W. J. McCready Lumber Company, for materials furnished in the sum of $66.67 against the bond taken from E. E. and Glen Rockey, partners, doing business as Washington Hauling Co., principals, and Continental Casualty Co., surety for work on Oregon Coast and Salmon River Highways in Lincoln and Tillamook Counties, Hebo Ocean Lake Section, contract No. 2250.

Kindly acknowledge receipt of the copies for our files.

Very truly yours,

Earl Snell
Secretary of State

S:FL

Enc.

REFERRED TO
Miss Munson
BY SECRETARY

prepare usual letter
OWS

RECEIVED
NOV 9 1940
FOR FILING

21-1208

November 8, 1940

Wilbur, Beckett, Howell &
Oppenheimer,
Attorneys at Law
Board of Trade Building
Portland, Oregon

Attention: Calvin H. Souther

Gentlemen:

Replying to your recent letter regarding State Highway Contract No. 2250, which covers the Hebo-Oceanlake Rock Production Project in Lincoln and Tillamook Counties, advise that this project was completed on June 15, 1940. This project has not yet been accepted by the State Highway Commission.

Yours very truly,

DD:MC

Secretary

NOTED
D. G. DeSart

R. W. WILBUR
H. B. BECKETT
F. C. HOWELL
E. K. OPPENHEIMER
ROBERT T. MAUTZ
CALVIN N. SOUTHER

WILBUR, BECKETT, HOWELL & OPPENHEIMER
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND, OREGON

November 1, 1940.

H. B. Glaisyer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

I wish that you would please let me know when State Highway Contract No. 2250, being the Hebo-Ocean Lake Rock Production Project in Lincoln and Tillamook Counties was completed and the work accepted by the affirmative action of the State of Oregon.

Very truly yours,

WILBUR, BECKETT, HOWELL & OPPENHEIMER

By Calvin N. Souther

CNS:S

completed 6-15-40
not accepted

REFERRED TO [illegible]
BY SECRETARY

prepare reply

RECEIVED
NOV 9 1940
FOR FILING
21-1203

November 8, 1940

Day, Hampson & Nelson,
Attorneys at Law
800 Pacific Building
Portland, Oregon

Gentlemen:

Reply is made to your letter of November 4 regarding the claim of Marshall-Wells Company against Washington Hauling Company arising out of State Highway Contract No. 2250 for the Hebo-Oceanlake Rock Production Project.

According to our records, this job was completed on June 15, 1940, but it has not as yet been accepted by the State Highway Commission due to the fact that it was not completed within the specified time limit and final payment cannot be made until the time has been extended.

The records disclose that we are holding the sum of $4,151.13. Also, that claims filed with the Highway Commission aggregate the sum of $11,383.19.

Yours very truly,

HBG:MC

Secretary

50
pleted 6-15-40
not accepted — need extension
Amount Held $4,151.13
Claims Filed thru Secy. State
$8,660.45 including
marshall wells claim of $738.02
not Filed $2,722.74

Total earned on contract.
$11,167.08

8,660.45
2,722.74
11383.19

EY, HAMPSON & NELSON
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND, OREGON

RECEIVED
NOV 6 - 1940
STATE HIGHWAY COMMISSION

November 4, 1940.

mission,

writing you this letter in behalf of our Wells Company, which has a claim against gton Hauling Company in connection with Contract No. 2250, Hebo-Ocean Lake Rock Production Project.

May we be advised how much money is being withheld from the contractor by the State Highway Commission, and how this amount compares with the claims that have been filed against the bond? The purpose of our inquiry is to determine whether, in the event we have any claims on this job above the amount recoverable on the bond owing to possible technical defenses urged by the bonding company to the effect that certain items were not wholly consumed on the job, any recourse may be had against further proceeds in your hands, by way of garnishment or otherwise.

Very truly yours,

Dey Hampson Nelson

15-5

ANSWERED
H. B. GLAISYER

RECEIVED
NOV 6 - 1940
OREGON
STATE HIGHWAY COMMISSION

DEY, HAMPSON & NELSON
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND, OREGON

ALFRED A. HAMPSON
PAUL P. FARRENS
CLARENCE J. YOUNG
ANDREW KOERNER
HERBERT L. SWETT
FRANK C. McCOLLOCH
RICHARD R. MORRIS
JAMES C. DEZENDORF

ROSCOE C. NELSON, JR.
RICHARD B. MAXWELL
DAVID C. SILVEN

November 4, 1940.

State Highway Commission,
Salem,
Oregon.

Gentlemen:

We are writing you this letter in behalf of our client, Marshall-Wells Company, which has a claim against the bond of Washington Hauling Company in connection with State Highway Contract No. 2250, Hebo-Ocean Lake Rock Production Project.

May we be advised how much money is being withheld from the contractor by the State Highway Commission, and how this amount compares with the claims that have been filed against the bond? The purpose of our inquiry is to determine whether, in the event we have any claims on this job above the amount recoverable on the bond owing to possible technical defenses urged by the bonding company to the effect that certain items were not wholly consumed on the job, any recourse may be had against further proceeds in your hands, by way of garnishment or otherwise.

Very truly yours,

Dey Hampson Nelson

15-5

ANSWERED
H. B. GLAISYER

RECEIVED
NOV 1 1940
FOR FILING

21-1208

November 1, 1940

Hon. Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of October 31 enclosing three copies of a notice of claim by the Signal Oil Company, for petroleum products furnished in the sum of $122.80, against Washington Hauling Company in connection with work on State Highway Contract No. 2250 - Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

We have made note of this claim in our records of this job and will today forward copies of the notice thereof to the surety and to the contracting company.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

MBL

NOTED
D. G. DeSart

November 1, 1940

CONTINENTAL CASUALTY COMPANY
Parker H. Lyman, Resident Agent
609 Wilcox Building
Portland, Oregon

Gentlemen:

We have received through the office of the Secretary of State notices of a claim by the Signal Oil Company against Washington Hauling Company, in the sum of $122.80, for petroleum products furnished in connection with work on State Highway Contract No. 2250 - Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

Inasmuch as you are surety for the contracting firm on this job, we enclose, for your information and attention, a copy of this notice of claim.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

MHL

cc - Washington Hauling Company
c/o Glen and E. E. Rockey
Kalama, Washington

NOTED
D. G. DeSart

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
NOV 1 - 1940
OREGON
STATE HIGHWAY COMMISSION

October 31, 1940

State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

Enclosed are copies of a notice of claim by the Signal Oil Company for petroleum products furnished in the sum of $122.80 against the bond taken from the Washington Hauling Company and the Continental Casualty Company for work on the Highway near Neskowin, Oregon, Job No. 2250.

Kindly acknowledge receipt of the copies for our files.

Very truly yours,

Earl Snell
Secretary of State

S:FL

Enc.

REFERRED TO
DeGraw
BY SECRETARY

Prepare customary letters
HBG

November 1st, 1940

To State of Oregon

Notice hereby is given that the undersigned Signal Oil Company has a claim for petroleum products in the sum of ($122.80) One Hundred Twenty two & 80/100 Dollars, against the bond taken from Washington Hauling Company and Continental Casualty Co. for the work of graveling Highway near Neskowin, Oregon. State Highway Job #2259.

SIGNAL OIL COMPANY

By H. M. BRACE

Division Credit Mgr.

SIGNAL OIL CO.
P. O. Box 4380
Portland, Oregon

Endorsed;
File No. 2958
Filed October 31, 1940
EARL SNELL, Secretary of State

RECEIVED
NOV 1 1940
FOR FILING

21-1208

October 29, 1940

Hon. Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of October 23 enclosing three copies each of the claims of Ralph, Samuel, and Walter Ghrist against Washington Hauling Company, for wages in connection with work on State Highway Contract No. 2250 - Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways in Lincoln and Tillamook Counties, as follows:

Ralph Grist, for work as a crusher operator, feeder and oiler - - - - - - - - - -	$286.60
Samuel Ghrist, for work as crusher operator -	135.00
Walter Ghrist, for work as crusher feeder - -	100.60

We have made note of these claims in our records of this job and will today forward to the members of the contracting firm, Glen and E. E. Rockey, and to the surety on their bond, copies of the same, for their information, in accordance with our usual practice.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

MEL

NOTED
D. G. DeSart

October 29, 1940

CONTINENTAL CASUALTY COMPANY
Parker H. Lyman, Resident Agent
Wilcox Building
Portland, Oregon

Gentlemen:

We have today received through the office of the Secretary of State copies of notices of claim by Ralph, Samuel, and Walter Christ against Washington Hauling Company for wages in connection with work on State Highway Contract No. 2250 - Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highway, in Tillamook and Lincoln Counties, as follows:

Ralph Christ, for work as crusher operator, feeder, and oiler - - - - - - - -	$285.60
Samuel Christ, for work as crusher operator -	135.00
Walter Christ, for work as crusher feeder - -	100.60

Inasmuch as you are surety for the contracting firm on this job, we hand you herewith, for your information and attention, a copy of each of these notices of claim.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

MHL
cc - Washington Hauling Co.
% Glen & E.E. Roskay
Kalama, Wn

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

October 23, 1940

State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

Enclosed are copies of notices of claim by Ralph, Samuel and Walter Ghrist as follows:

Notice of Claim by Ralph Ghrist for wages in the sum of $286.60 against the bond taken from Washington Hauling Company, for work on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highway in Lincoln and Tillamook Counties, contract No. 2250.

Notice of Claim by Samuel Ghrist for wages in the sum of $135.00 agsinst the bond taken from Washington Hauling Company, for work on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highway in Lincoln and Tillamook Counties, contract No. 2250

Notice of claim by Walter Ghrist for wages in the sum of $100.60 against the bond taken from Washington Hauling Company, for work on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highway in Lincoln and Tillamook Counties, contract NO 2250.

Kindly acknowledge receipt of the copies and oblige,

Very truly yours,

Earl Snell
Secretary of State

S:FL

Enc.

NOTICE OF CLAIM ON CONTRACTOR'S BOND.

TO THE STATE OF OREGON and THE OREGON STATE HIGHWAY COMMISSION and TO EARL SNELL, SECRETARY OF STATE, AND H. B. GLAISYER, SECRETARY OF THE OREGON STATE HIGHWAY COMMISSION:

NOTICE IS HEREBY GIVEN that the undersigned claimant Ralph Christ has a claim for work, labor and services performed as a crusher operator, feeder and oiler, at the Jim Creek Quarry, situated approximately five miles south of Neskowin, Oregon, in the sum of $286.60, against the bond taken from E. E. Rockey and Glen Rockery, co-partners doing business as Washington Hauling Co., as principals, and Continental Casualty Company, a corporation organized and existing under the laws of the State of Indiana, as surety, for the work of furnishing crushed rock in stock piles for the Nebo-Ocean Lake Section of the Oregon Coast and Salmon River Highway in Lincoln and Tillamook Counties, State of Oregon, pursuant to a contract entered into by the State of Oregon represented by the State Highway Commission and the said E. E. Rockey and Glen Rockey, co-partners doing business as Washington Hauling Co., bearing date the 7th day of December, 1939, and being State Highway Contract No. 2250.

That said account for which this claim is made is, as aforesaid, for and on account of work, labor and services performed by the claimant while in the employ of the said E. E. Rockey and Glen Rockey, co-partners doing business as Washington Hauling Co., in connection with the work so being performed under and pursuant to the said contract, and that said account is represented by a total of 262 hours of over-time earned during the period from March 4, 1940, to June 16th, 1940, for which the said Washington Hauling Co., was obligated under the law and the provisions of their said contract to pay double time, and only actually paid straight or ordinary time and at a reduced rate, making the amount due for said overtime 262 hours at 75 cents per hour, or $196.50, in addition to which the services performed by the claimant are classified under the said contract as intermediate labor for which the said E. E. Rockey and Glen Rockey, co-partners doing business as Washington Hauling Co., were obligated to pay not less than 75 cents per hour but only paid 65 cents per hour, leaving a balance due of 10 cents per hour. That the total time worked by the undersigned claimant during such period from March 4, 1940, to June 16, 1940, was 901 hours, leaving a balance due on underpayment of regular time in the sum of $90.10, or a total sum due at this time of $286.60 for which this notice and claim is filed.

Dated this 22nd day of October, 1940.

RALPH GRIST
CLAIMANT

HALLOCK, DONALD & BANTA
ATTORNEYS FOR CLAIMANT

Filed with Earl Snell,
Secretary of State,
Salem, Oregon,

H. B. Glaisyer,
Secretary Oregon State Highway Commission,
Salem, Oregon

Copies mailed to
Parker H. Lyman
Local Agent Continental Casualty Co.
Wilcox Building,
Portland, Oregon.

And Washington Hauling Co.,
2705 Third Avenue North,
Seattle, Washington.

Endorsed:
File No. 2950
Filed October 23, 1940
EARL SNELL, Secretary of State

NOTICE OF CLAIM ON CONTRACTOR'S BOND

TO THE STATE OF OREGON and THE OREGON STATE HIGHWAY COMMISSION, and TO EARL SNELL, SECRETARY OF STATE, and TO H. B. GLAISYER, SECRETARY OF THE OREGON STATE HIGHWAY COMMISSION

NOTICE IS HEREBY GIVEN that the undersigned claimant Samuel Ghrist has a claim for work, labor and services performed as a crusher-operator, at the Jim Creek Quarry, situated approximately five miles south of Neskowin, Oregon, in the sum of $135. against the bond taken from E. F. Rockey and Glen Rockey, co-partners doing business as Washington Hauling Co., as principals, and Continental Casualty Company, a corporation organized and existing under the laws of the State of Indiana, as surety, for the work of furnishing crushed rock in stock piles for the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highway in Lincoln and Tillamook Counties, State of Oregon, pursuant to a contract entered into by the State of Oregon, represented by the State Highway Commission and the said E. F. Rockey and Glen Rockey, co-partners doing business as Washington Hauling Co., bearing date the 7th day of December, 1939, and being State Highway Contract No. 2250.

That said account for which this claim is made is, as aforesaid, for and on account of work, labor and services performed by the claimant while in the employ of said E. F. Rockey and Glen Rockey, co-partners doing business as Washington Hauling Co., in connection with the work so being performed under and pursuant to said contract, and that said account is represented by a total of 180 hours overtime earned during the period from April 13, 1940, to June 18, 1940, for which the said Washington Hauling Company was obligated under the law and the provisions of the said contract to pay double time but only paid straight or ordinary time, making the amount due for said overtime 180 hours at 75 cents per hour, or $135., for which this notice of claim is filed.

Samuel Ghrist
Claimant

Hallock, Donald & Banta

Filed with Earl Snell,
Secretary of State,
Salem, Oregon; and
H. B. Glaisyer,
Secretary Oregon State Highway Commission,
Salem, Oregon.
Copies mailed to Parker H. Lyman,
Local Agent Continental Casualty Co.,
Wilcox Building, Portland, Oregon.
Washington Hauling Co.,
2705 Third Avenue, North,
Seattle, Washington.

Endorsed:
File No. 2949
Filed, October 23, 1940
EARL SNELL, Secretary of State

NOTED
D. G. DeSart

NOTICE OF CLAIM ON CONTRACTOR'S BOND

TO THE STATE OF OREGON and THE OREGON STATE HIGHWAY COMMISSION, and TO EARL SNELL, SECRETARY OF STATE, and TO H. B. GLAISYER, SECRETARY OF THE OREGON STATE HIGHWAY COMMISSION:

NOTICE IS HEREBY GIVEN that the undersigned claimant WALTER CHRIST has a claim for work, labor and services performed as a crusher-feeder, at the Jim Creek Quarry, situated approximately five miles south of Neskowin, Oregon, in the sum of $100.60, against the bond taken from E. E. Rockey and Glen Rockey, co-partners doing business as Washington Hauling Co., as principals, and Continental Casualty Company, a corporation organized and existing under the laws of the State of Indiana, as surety, for the work of furnishing crushed rock in stock piles for the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highway in Lincoln and Tillamook Counties, State of Oregon, pursuant to a contract entered into by the State of Oregon represented by the State Highway Commission and the said E. E. Rockey and Glen Rockey, co-partners doing business as Washington Hauling Co., bearing date the 7th day of December, 1939, and being State Highway Contract No. 2250.

That said account for which this claim is made is, as aforesaid, for and on account of work, labor and services performed by the claimant while in the employ of said E. E. Rockey and Glen Rockey, co-partners doing business as Washington Hauling Co., in connection with the work so being performed under and pursuant to said contract, and that said account is represented by a total of 79 hours of over-time earned during the period from May 1, 1940, to June 16, 1940, for which said Washington Hauling Co., was obligated under the law and the provisions of their said contract to pay double time, and only actually paid straight or ordinary time and at a reduced rate, making the amount due for said overtime, 79 hours at 75 cents per hour, or $59.25, in addition to which the services performed by the claimant are classified under the said contract as intermediate labor for which the said E. E. Rockey and Glen Rockey, co-partners doing business as Washington Hauling Co., were obligated to pay not less than 75 cents per hour but only paid 65 cents per hour leaving a blanace due of 10 cents per hour. That the total time worked by the undersigned claimant during such period from May 1st, 1940, to June 16th, 1940, was 413½ hours, leaving a balance due on underpayment on regular time in the sum of $41.35, or a total sum due at this time of $100.60, for which this notice and claim is filed.

WALTER CHRIST
CLAIMANT

HALLOCK, DONALD & BANTA
ATTORNEYS FOR CLAIMANT

Filed with Earl Snell,
Secretary of State,
Salem, Oregon

H. B. Glaisyer
Secretary Oregon State Highway Commission,
Salem, Oregon

Copies mailed to
Parker H. Lyman
Local Agent Continental Casualty Co.,
Wilcox Building,
Portland, Oregon, and

Washington Hauling Co.,
2705 Third Avenue North
Seattle, Washington

Endorsed:
File No. 2948
Filed October 23, 1940
EARL SNELL, Secretary of State

RECEIVED
OCT 30 1940
FOR FILING

31-1208

October 26, 1940

Continental Casualty Company
Parker H. Lyman, Agent
609 Wilcox Bldg.
Portland, Oregon

Gentlemen:

We have today received notice, through Joseph R. McCready, First National Bank Building, Forest Grove, that the W. J. McCready Lumber Company has a claim in the amount of $66.67, against the Washington Hauling Company and their surety, for material furnished on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, known as contract No. 2250.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

By:

Secretary

DGD:RS

cc - Washington Hauling Co.
Attn: Glen E. Bockey
Kalama, Washington

NOTED
D. G. DeSart

October 26, 1940

Mr. Joseph R. McCready
Attorney at Law
First National Bank Bldg.
Forest Grove, Oregon

Dear Sir:

This will acknowledge receipt of your letter of October 23, transmitting an affidavit of claim in behalf of the E. J. McCready Lumber Company, against the Washington Hauling Company, for material furnished on contract No. 2250.

We are calling this claim to the attention of the surety and the contractor, in accordance with our usual practice.

We presume that you have also filed this notice with the Secretary of State, in accordance with Chapter 517, Sec. 67-1101, Oregon Laws of 1939, as mentioned in your letter.

This contract was completed June 15, 1940, but has never been accepted by the Highway Commission.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By:

DGD:RS

Secretary

NOTED
D. G. DeSart

PHONE 248

JOSEPH R. McCREADY
ATTORNEY AT LAW
FIRST NATIONAL BANK BUILDING
FOREST GROVE, OREGON

October 23, 1940

Oregon State Highway Commission

Salem, Oregon

Gentlemen:

In as much as there is some doubt in my mind that the affidavit previously filed in reference No. 2250 Washington Hauling Co. complied with the Notice 67-1101 of the Code, I am enclosing a notice to be filed with you to complete the record on this part.

Will you, also, kindly advise when this company was finally accepted and approved by the Commission.

Yours very truly,

Joseph R McCready

JRM/vm

NOTED
D. G. DeSart

October 23, 1940

To: Oregon State Highway Commission

Notice is hereby given that the undersigned, W. J. McCready and M. C. McCready, partners doing business as W. J. McCready Lumber Co., has a claim for lumber and building materials furnished in the sum of $66.67 against the bond taken from E. E. Rockey and Glen Rockey, partners DBA Washington Hauling Co., principals, and Continental Casualty Co., surety, for the work of rock production, etc. on Oregon Coast and Salmon River Highways in Lincoln and Tillamook Counties, Hebo Ocean Lake Section, Contract No. 2250.

W. J. Mc CREADY LUMBER CO.

By

7

RECEIVED
OCT 26 1940
FOR FILING
21-1202

October 24, 1940

HALLOCK, DONALD & BANTA
Suite 201 Sommer Building
Baker, Oregon

Gentlemen:

This will acknowledge receipt of your letter of October 22 enclosing three Notices of Claim against Washington Hauling Company on behalf of Walter, Samuel, and Ralph Ghrist for work performed in connection with State Highway Contract No. 2250 - Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties, as follows:

Walter Ghrist - crusher feeder	$100.60
Samuel Ghrist - crusher operator	135.00
Ralph Ghrist - crusher operator, feeder, oiler -	286.60

We have made note of these claims in our records of this job and, in accordance with our usual practice, will at once notify the contracting firm and its surety of the receipt of the same.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

NOTED
D. G. DeSart

October 24, 1940

CONTINENTAL CASUALTY COMPANY
Parker H. Lyman, Resident Agent
809 Wilcox Building
Portland, Oregon

Gentlemen:

We have today received from Hallock, Donald & Banta, Attorneys, Baker, Oregon, copies of three Notices of Claim by Walter, Samuel, and Ralph Ghrist, against Washington Hauling Company for work performed in connection with State Highway Contract No. 2250 - Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways in Lincoln and Tillamook Counties, as follows:

Walter Ghrist, for work as crusher feeder,	$100.60
Samuel Ghrist, for work as crusher operator	135.00
Ralph Ghrist, for work as crusher operator, feeder, and oiler	286.00

Inasmuch as you are surety for Washington Hauling Company on this job, we are advising you of these claims, that you may give them due attention.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MEL

cc - Washington Hauling Company
c/o Glen and E. E. Rockey
Kalama, Washington

LAW OFFICES
HALLOCK, DONALD & BANTA
SUITE 201 SOMMER BLDG.
BAKER, OREGON

BLAINE HALLOCK
JAMES T. DONALD
HAROLD BANTA

JAMES H. NICHOLS
1905-1929

October 22d, 1940.

RECEIVED
[illegible] 23 1940

Mr. Earl Snell,
Secretary of State,
Salem, Oregon.

Mr. H. B. Glaisyer,
Secretary State Highway Commission,
Salem, Oregon.

Gentlemen:

Re: Ralph, Samuel and Walter
Ghrist vs. E. E. and Glen
Rockey, doing business as
Washington Hauling Co.

Pursuant to the provisions of Section 67-1101, Oregon Code ----, as amended in 1939, we herewith present to and file with each of you on behalf of the above named claimants Notice of Claim against the Contractor's Bond of the Washington Hauling Co., furnished in connection with State Highway Contract No. 2250.

For your further information copies of these notices have been forwarded to the surety upon the contractor's bond, and also to the principals.

This filing is made, of course, as a preliminary step before bringing appropriate action upon the contractor's bond to enforce the payment of the claim.

Yours very truly,

HALLOCK, DONALD & BANTA,

By Harold Banta

HB MG

NOTICE OF CLAIM ON CONTRACTOR'S BOND.

TO THE STATE OF OREGON and THE OREGON STATE HIGHWAY COMMISSION and TO EARL SNELL, SECRETARY OF STATE, AND H. B. GLAISYER, SECRETARY OF THE OREGON STATE HIGHWAY COMMISSION:

NOTICE IS HEREBY GIVEN that the undersigned claimant Ralph Ghrist has a claim for work, labor and services performed as a crusher operator, feeder and oiler, at the Jim Creek Quarry, situated approximately five miles south of Neskowin, Oregon, in the sum of $286.60, against the bond taken from E. E. Rockey and Glen Rockey, co-partners doing business as Washington Hauling Co., as principals, and Continental Casualty Company, a corporation organized and existing under the laws of the State of Indiana, as surety, for the work of furnishing crushed rock in stock piles for the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highway in Lincoln and Tillamook Counties, State of Oregon, pursuant to a contract entered into by the State of Oregon represented by the State Highway Commission and the said E. E. Rockey and Glen Rockey, co-partners doing business as Washington Hauling Co., bearing date the 7th day of December, 1939, and being State Highway Contract No. 2250.

That said account for which this claim is made is, as aforesaid, for and on account of work, labor and services performed by the claimant while in the employ of the said E. E. Rockey and Glen Rockey, co-partners doing business as Washington Hauling Co., in connection with the work so being performed under and pursuant to the said contract, and that said account is represented by a total of 262 hours of over-time earned during the period from March 4, 1940, to June 16th, 1940, for which the said Washington Hauling Co., was obligated under the law and the provisions of their said contract to pay double time, and only actually paid straight or ordinary time and at a reduced rate, making the amount due for said overtime 262 hours at 75 cents per hour, or $196.50, in addition to which the services performed by the claimant are classified under the said contract as intermediate labor for which the said E. E. Rockey and Glen Rockey, co-partners doing business as Washington Hauling Co., were obligated to pay not less than 75 cents per hour but only paid 65 cents per hour, leaving a balance due of 10 cents per hour. That the total time worked by the undersigned claimant during such period from March 4, 1940, to June 16, 1940, was 901 hours, leaving a balance due on underpayment of regular time in the sum of $90.10, or a total sum due at this time of $286.60 for which this notice and claim is filed.

Dated this 22nd day of October, 1940.

Ralph G. Rist
CLAIMANT

Hallock, Donald & Banta
ATTORNEYS FOR CLAIMANT

Filed with Earl Snell,
Secretary of State,
Salem, Oregon,

H. B. Glaisyer,
Secretary Oregon State Highway Commission,
Salem, Oregon.

Copies mailed to
Parker H. Lyman,
Local Agent Continental Casualty Co.,
Wilcox Building,
Portland, Oregon.

And Washington Hauling Co.,
2705 Third Avenue North,
Seattle, Washington.

NOTICE OF CLAIM ON CONTRACTOR'S BOND

TO THE STATE OF OREGON and THE OREGON STATE HIGHWAY COMMISSION, and TO EARL SNELL, SECRETARY OF STATE, and TO H. B. GLAISYER, SECRETARY OF THE OREGON STATE HIGHWAY COMMISSION:

NOTICE IS HEREBY GIVEN that the undersigned claimant Samuel Ghrist has a claim for work, labor and services performed as a crusher-operator, at the Jim Creek Quarry, situated approximately five miles south of Neskowin, Oregon, in the sum of $135. against the bond taken from E. E. Rockey and Glen Rockey, co-partners doing business as Washington Hauling Co., as principals, and Continental Casualty Company, a corporation organized and existing under the laws of the State of Indiana, as surety, for the work of furnishing crushed rock in stock piles for the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highway in Lincoln and Tillamook Counties, State of Oregon, pursuant to a contract entered into by the State of Oregon, represented by the State Highway Commission and the said E. E. Rockey and Glen Rockey, co-partners doing business as Washington Hauling Co., bearing date the 7th day of December, 1939, and being State Highway Contract No. 2250.

That said account for which this claim is made is, as aforesaid, for and on account of work, labor and services performed by the claimant while in the employ of said E. E. Rockey and Glen Rockey, co-partners doing business as Washington Hauling Co., in connection with the work so being performed under and pursuant to said contract, and that said account is represented by a total of 180 hours overtime earned during the period from April 13, 1940, to June 16, 1940, for which the said Washington Hauling Company was obligated under the law and the provisions of the said contract to pay double time but only paid straight or ordinary time, making the amount due for said overtime 180 hours at 75 cents per hour, or $135., for which this notice of claim is filed.

Samuel G. Ghrist
CLAIMANT

ATTORNEYS FOR CLAIMANT

Filed with Earl Snell,
Secretary of State,
Salem, Oregon; and
H. B. Glaisyer,
Secretary Oregon State Highway Commission, Salem, Oregon.
Copies mailed to Parker H. Lyman,
Local Agent Continental Casualty Co.,
Wilcox Building, Portland, Oregon.

Washington Hauling Co.,
2705 Third Avenue, North,
Seattle, Washington.

NOTICE OF CLAIM ON CONTRACTOR'S BOND

TO THE STATE OF OREGON and THE OREGON STATE HIGHWAY COMMISSION, and TO EARL SNELL, SECRETARY OF STATE, and TO H. B. GLAISYER, SECRETARY OF THE OREGON STATE HIGHWAY COMMISSION:

NOTICE IS HEREBY GIVEN that the undersigned claimant WALTER GHRIST has a claim for work, labor and services performed as a crusher-feeder, at the Jim Creek Quarry, situated approximately five miles south of Neskowin, Oregon, in the sum of $100.60, against the bond taken from E. E. Rockey and Glen Rockey, co-partners doing business as Washington Hauling Co., as principals, and Continental Casualty Company, a corporation organized and existing under the laws of the State of Indiana, as surety, for the work of furnishing crushed rock in stock piles for the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highway in Lincoln and Tillamook Counties, State of Oregon, pursuant to a contract entered into by the State of Oregon represented by the State Highway Commission and the said E. E. Rockey and Glen Rockey, co-partners doing business as Washington Hauling Co., bearing date the 7th day of December, 1939, and being State Highway Contract No. 2250.

That said account for which this claim is made is, as aforesaid, for and on account of work, labor and services performed by the claimant while in the employ of said E. E. Rockey and Glen Rockey, co-partners doing business as Washington Hauling Co., in connection with the work so being performed under and pursuant to said contract, and that said account is represented by a total of 79 hours of over-time earned during the period from May 1, 1940, to June 16, 1940, for which said Washington Hauling Co., was obligated under the law and the provisions of their said contract to pay double time, and only actually paid straight or ordinary time and at a reduced rate, making the amount due for said overtime, 79 hours at 75 cents per hour, or $59.25, in addition to which the services performed by the claimant are classified under the said contract as intermediate labor for which the said E. E. Rockey and Glen Rockey, co-partners doing business as Washington Hauling Co., were obligated to pay not less than 75 cents per hour but only paid 65 cents per hour leaving a balance due of 10 cents per hour. That the total time worked by the undersigned claimant during such period from May 1st, 1940, to June 16th, 1940, was 413½ hours, leaving a balance due on underpayment on regular time in the sum of $41.35, or a total sum due at this time of $100.60, for which this notice and claim is filed.

Walter Ghrist
CLAIMANT

Hallock, Donald & Banta
ATTORNEYS FOR CLAIMANT

Filed with Earl Snell,
Secretary of State,
Salem, Oregon.

H. B. Glaisyer,
Secretary Oregon State Highway Commission,
Salem, Oregon.

Copies mailed to
Parker H. Lyman,
Local Agent Continental Casualty Co.,
Wilcox Building,
Portland, Oregon, and

Washington Hauling Co.,
2705 Third Avenue North,
Seattle, Washington.

RECEIVED
OCT 19 1940
FOR FILING

21-1208

October 18, 1940

GENERAL PETROLEUM CORPORATION
of California
Woodlark Building
Portland, Oregon

Attention George Ritter, District Creditman

Gentlemen:

In accordance with the request in your letter of October 17 this will advise you that Contract No. 2250 with Washington Hauling Company for furnishing crushed rock on the Nebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, has not as yet been accepted by the Highway Commission. However, this should not deter you from filing any claims you may have against the contractor. We would advise that you file them through the Secretary of State's office in accordance with the provisions of Chapter 517, Oregon Laws 1939, copy of which is enclosed for your guidance.

The performance bond on this contract was furnished by Continental Casualty Company, for which Parker H. Lyman is agent, with offices in the Wilcox Building, Portland.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

DGD:MBL

RECEIVED
OCT 18 1940
STATE HIGHWAY COMMISSION

GENERAL PETROLEUM CORPORATION
OF CALIFORNIA
A SOCONY-VACUUM COMPANY
WOODLARK BUILDING
813 S. W. ALDER STREET
PORTLAND, OREGON

SOCONY-VACUUM

GARGOYLE
LUBRICANTS

October 17, 1940

Oregon State Highway Commission
Salem, Oregon

CONTRACT No. 2250

Gentlemen:

Your letter of July 26 indicated that the above Contract had been completed by the Washington Hauling Company on June 15, but that the work had not as yet been accepted.

Please therefore advise us at this time whether or not the job has been accepted so that we may properly file our claim.

Very truly yours,

George Ritter
DISTRICT CREDITMAN

GR:GGT

RECEIVED
OCT 11 1940
FOR FILING

21-1208

October 10, 1940

CONTINENTAL CASUALTY COMPANY
Parker E. Lyman, Local Agent
609 Wilcox Building
Portland, Oregon

Gentlemen:

We have received through the office of the Secretary of State three copies of a notice of claim by Balzer Machinery Company, in the amount of $3,350.32, against Washington Hauling Company, for equipment rented, materials furnished, and incidental repairs, in connection with the performance of State Highway Contract No. 2250 for furnishing crushed rock on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

Inasmuch as you appear as surety for the contracting company on this job, we are sending you, for your information and attention, a copy of this notice of claim.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

cc - Washington Hauling Company
c/o Glen and E.E. Rockey
Kalama, Washington

NOTED
D. G. DeSart

October 10, 1940

Hon. Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of October 9, enclosing three copies of a notice of claim by Balzer Machinery Company, in the amount of $3,350.32, against Washington Hauling Company, for equipment rented, materials furnished, and incidental repairs, in connection with the performance of State Highway Contract No. 2250 - Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways in Lincoln and Tillamook Counties.

We have made note of this claim in our records of this job, and will today forward copies of the notice thereof to the contractor company and its surety.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED

October , 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files, three copies of a notice of claim by Balzer Machinery Company for $3550.32 against the bond taken from Washington Hauling Company, principal, and Continental Casualty Company, surety, for work on the [illegible]-Ocean Lake section of the Oregon Coast and Salmon River Highway, which was received from Mr. C.O. [illegible], Attorney, Portland, and filed in this office today.

Please acknowledge receipt of the copies.

Very truly yours,

Earl Snell

Secretary of State

[illegible]
Enc. 3

COPY

NOTICE OF CLAIM

To the State of Oregon,
Oregon State Highway Commission,
E. E. Rockey and Glen Rockey d/b/a
Washington Hauling Company, and
Continental Casualty Company

NOTICE IS HEREBY GIVEN, That the undersigned, Balzer Machinery Company, a copartnership composed of R. L. Balzer and Ethel Balzer, with its principal place of business in Portland, Oregon, has a claim for equipment rented, materials furnished and incidental repairs in the sum of $3350.32 against the bond taken from Washington Hauling Company, a copartnership composed of E. E. Rockey and Glen Rockey, principal on the bond, and Continental Casualty Company, surety on the bond, for the work of furnishing 6000 cu. yds. of crushed rock, in stock piles, on the Hebo-Ocean Lake Section of the Oregon Coast & Salmon River Highways, in Lincoln and Tillamook Counties, State of Oregon; that said principals on said bond on or about the 12th day of December, 1939 entered into contract with the State of Oregon, through the Oregon State Highway Commission of the State of Oregon, for the performance of the work above described, and the undersigned rented equipment and furnished materials and made incidental repairs to said contractors at their special instance and request for use, and which were used, by said contractors in the performance of the aforesaid contract and work, and that said bond was given by the parties aforesaid in accordance with the laws of the State of Oregon and the undersigned has a claim against the same in the amount stated, $3350.32. That the rented equipment consisted of compressor, rock drills, drill rods, crushers, engines, rock screen and cloth, and said materials consisted generally of rock bits, incidental repair parts and labor with respect to installation of the same.

Dated this 7th day of October, 1940.

BALZER MACHINERY COMPANY,

By R. L. BALZER
Managing Partner

Endorsed: File No. 2935
Filed October 9, 1940
EARL SNELL
Secretary of State

RECEIVED
OCT 10 1940
FOR FILING

21-1-24

October 9, 1940

Mr. C. O. Fenlason
Attorney at Law
Pittock Block
Portland, Oregon

Dear Sir:

In reply to your letter of October 8 and affidavit inclosed therein, being the affidavit of the claim of Balzer Machinery Company against the Washington Hauling Company in connection with state highway contract No. 2259, wish to advise that I am today forwarding to you, under separate cover, a certified copy of such contract and bond.

You inquire whether or not the Oregon State Highway Commission required this company to establish an attorney-in-fact upon whom services of process may be had. Replying will say that the State Highway Commission does not require partnerships to establish an attorney-in-fact in this state.

For your information, however, I believe that the Washington Hauling Company may be reached in Kalama, Washington, in care of Glen Rockey, one of the partners.

In accordance with our established practice I am today notifying the bonding company of the existance of the claim of the Balzer Machinery Company. Such information is also being given to the Washington Hauling Company.

Very truly yours,

HBG:AM

Secretary

NOTED
D. G. DeSart

October 9, 1940

Continental Casualty Company
Parker H. Lyman, Agent
609 Wilcox Building
Portland, Oregon

Gentlemen:

Attached hereto, for your information, is a copy of an affidavit of claim of the Balzer Machinery Company against the Washington Hauling Company in connection with state highway contract No. 2250, Hebo-Ocean Lake Rock Production Project on the Oregon Coast and Salmon River Highways.

This is being forwarded to you inasmuch as you appear surety on the bond furnished by the Washington Hauling Company in connection with this contract.

Very truly yours,

HBG:AM

Secretary

cc - Glen Rockey
Kalama, Washington

C. O. FENLASON
ATTORNEY AT LAW
PITTOCK BLOCK
PORTLAND, OREGON

TELEPHONE BROADWAY 5292

October 8, 1940

Oregon State Highway Commission,
Salem,
Oregon

Re: State Highway contract No. 2250 - Washington Hauling Company, contractor, and Continental Casualty Company, surety.

Gentlemen:

Enclosed herewith kindly find affidavit of R. L. Balzer, which is self explanatory. Will you kindly forward to me a certified copy of the involved contract and bond?

You advised me in your letter dated October 2, 1940, that the Washington Hauling Company is a partnership composed of E. E. Rockey and Glen Rockey, and that they reside in Seattle, Washington. As far as I can ascertain, neither partner is within this state nor likely to be here so service of process may be had. I am wondering if you required this partnership to establish an attorney in fact upon whom service of process may be had and, if so, the name and address of such attorney. Please advise.

Yours very truly,

COF/h

ANSWERED
H. B. GLAISYER

STATE OF OREGON,)
(ss.
County of Multnomah.)

R. L. BALZER, being first duly sworn, deposes and says:

That he is a copartner of that certain partnership known as Balzer Machinery Company; that said copartnership at the special instance and request of Washington Hauling Company, did rent equipment and furnish material to said contractor to be used and which were used by said contractor in the performance of that certain contract entered into between said parties and the State of Oregon, acting through the Oregon State Highway Commission, which contract was entered into about the 12th day of December, 1939, and bears state highway contract No. 2250.

That Balzer Machinery Company has not been paid in full for its said rentals and materials and that this Affidavit is made so that Balzer Machinery Company may be furnished with a certified copy of the mentioned contract and the bond accompanying the same.

R. L. Balzer

Subscribed and sworn to before me this 7th day of October, 1940.

Notary Public for Oregon

My commission expires May 4, 1941.

RECEIVED
OCT 7 1940
FOR FILING

21-1208

October 5, 1940

Dey, Hampson & Nelson
Attorneys at Law
800 Pacific Building
Portland, Oregon

Gentlemen:

This acknowledges receipt of your letter of October 4, 1940, and affidavit of claim of E. D. Cooper, District Credit Manager of Marshall-Wells Company, against the bond taken from the Washington Hauling Company in connection with state highway contract No. 2250, Hebo-Ocean Lake Rock Production Project on the Oregon Coast and Salmon River Highways.

As requested, we are forwarding to you under separate cover, a certified copy of Contract No. 2250 and bond furnished in connection therewith.

Very truly yours,

HBG:AM

Secretary

NOTED
D. G. DeSart
Mailed 10-7

October 5, 1940

Continental Casualty Company
Parker H. Lyman, Agent
609 Wilcox Building
Portland, Oregon

Gentlemen:

I am handing you herewith for your information a copy of an affidavit of claim which has been filed with the State Highway Commission advising of the claim of Marshall-Wells Company against the bond taken from the Washington Hauling Company in connection with state highway contract No. 2250, Hebo-Ocean Lake Rock Production on the Oregon Coast and Salmon River Highways.

Very truly yours,

STATE HIGHWAY COMMISSION

By

HBG:AN

Secretary

cc - Washington Hauling Co.
2705 - 3rd Avenue North
Seattle, Washington

DEY, HAMPSON & NELSON
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND, OREGON

ALFRED A. HAMPSON
PAUL P. FARRENS
CLARENCE J. YOUNG
ANDREW KOERNER
HERBERT L. SWETT
FRANK C. MC COLLOCH
RICHARD R. MORRIS
JAMES C. DEZENDORF

ROSCOE C. NELSON, JR.
RICHARD B. MAXWELL
DAVID C. SILVEN

October 4, 1940.

State Highway Commission,
Salem,
Oregon.

Re: Washington Hauling Company
State Highway Contract No. 2250

Gentlemen:

We enclose herewith affidavit of E. B. Cooper, District Credit Manager of Marshall-Wells Company, Portland, Oregon, setting forth that that company has a claim against the bond given by Washington Hauling Company, principal, and Continental Casualty Company, surety, in connection with the furnishing of crushed rock on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, Oregon State Contract No. 2250.

Will you please send us certified copy of the contract and bond covering this work, as provided by Section 67-1101, Oregon Code as amended.

Very truly yours,

Dey Hampson Nelson

15-5

Enclosure

STATE OF OREGON,)
) ss.
County of Multnomah,)

I, E. B. COOPER, being first duly sworn, depose and say:

That I am District Credit Manager for Marshall-Wells Company, a New Jersey corporation transacting business in the State of Oregon, and have personal knowledge of the facts hereinafter set forth.

That during the period from February 9, 1940 to June 11, 1940, at the special instance and request of Washington Hauling Company, Marshall-Wells Company delivered to said Washington Hauling Company goods, wares and merchandise, consisting of tools, hardware, tires, tubes, batteries and miscellaneous materials of the agreed and reasonable value of $738.02, which goods, wares and merchandise were used by the said Washington Hauling Company, as contractor, in connection with the furnishing of crushed rock in stock piles on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways in Lincoln and Tillamook Counties, Oregon, State Highway Contract 2250.

I further say that no part of said sum of $738.02 has been paid and that the entire amount is now due and owing to Marshall-Wells Company.

That Continental Casualty Company was the surety on the bond given by said Washington Hauling Company for the faithful performance of said contract, and that formal notice of the claim of Marshall-Wells Company against said contractor and said surety was duly filed with the Secretary of State for the State of Oregon on or about September 13, 1940, superseding previous claim filed on June 25th, 1940, with the Secretary of State in the amount of $742.37; that I make this affidavit for the purpose of securing certified copies of said contract and bond for the purpose of bringing action thereon as provided by law.

Subscribed and sworn to before me this 3 day of October, 1940.

Fred W. Harris.
Notary Public for Oregon

My commission expires
NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES MAR. 21, 1943

RECEIVED
OCT 7 1940
FOR FILING

21 - 1208

October 5, 1940

Mr. Joseph R. McCready
Attorney at Law
First National Bank Bldg.
Forest Grove, Oregon

Gentlemen:

This acknowledges receipt of your letter of October 3, 1940, and a fidavit of claim of the W. J. McCready Lumber Company which claim is against the bond taken from the Washington Hauling Company in connection with state highway contract No. 2250, Hebo-Ocean Lake Rock Production Project on the Oregon Coast and Salmon River Highways.

As requested, we are forwarding to you, under separate cover, a certified copy of Contract No. 2250 and bond furnished in connection therewith.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AM

NOTED
D. G. DeSart
Mailed 10-8

October 5, 1940

Continental Casualty Company
Parker H. Lyman, Agent
609 Wilcox Building
Portland, Oregon

Gentlemen:

I am handing you herewith for your information a copy of an affidavit of claim which has been filed with the State Highway Commission advising of the claim of the W. J. McCready Lumber Company against the bond taken from the Washington Hauling Company in connection with state highway contract No. 2250, Hebo-Ocean Lake Rock Production Project on the Oregon Coast and Salmon River Highways.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AM

cc - Washington Hauling Co.
2705 3rd Avenue North
Seattle, Washington

JOSEPH R. McCREADY
ATTORNEY AT LAW
FIRST NATIONAL BANK BUILDING
FOREST GROVE, OREGON

RECEIVED
- 1940

October 3, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Since my clients, W. J. McCready Lumber Co., have not received payment of $66.67 furnished Washington Hauling Co. in connection with their contract with the Commission for rock production, we enclose affidavit and request in compliance with the statute and asked that we be furnished copy of the contract and bond.

Very truly yours,

JRM/vm

AFFIDAVIT AND APPLICATION FOR COPY OF CONTRACT AND BOND

To Oregon State Highway Commission, Salem, Oregon:

STATE OF OREGON } ss
County of Washington }

I, W. J. McCready, managing partner of W. J. McCready Lumber Co., being first duly sworn, depose and say: That the W. J. McCready Lumber Co. furnished certain items of lumber, building material and related products of the agreed and reasonable value of Sixty-six and 67/100 Dollars ($66.67), together with interest at the rate of 6% per annum from July 1, 1940, until paid, to and at the special instance and request of Washington Hauling Co. on a rock contract near Neskowin, Tillamook, County, Oregon; that no part of said sums have been paid not withstanding a demand therefor.

This affidavit is made under provision of Section 67-1101 of the 1930 Code, as amended.

x W J McCready

Subscribed and sworn to before me this 3rd day of October, 1940.

Notary Public for Oregon

My Commission expires August 30, 1944.

To Oregon State Highway Commission, Salem, Oregon:

An Affidavit having been made that W. J. McCready Lumber Co. has a claim for materials, etc., on a rock contract in the amount of $66.67 plus interest from July 1, 1940, at the rate of 6%, the said W. J. McCready Lumber Co. hereby requests that pursuant to the requirements and provisions of Section 67-1101 as amended, that you forthwith furnish and deliver to W. J. McCready Lumber Co., a certified copy of the certain contract between the Oregon State Highway Commission and Washington Hauling Co., together with a certified copy of the Bond furnished by Washington Hauling Co. as principal, and sureties whose names at this time are unknown to us in connection with the execution of said contract.

W. J. McCREADY LUMBER CO.
By x W J McCready

JOSEPH R. McCREADY
ATTORNEY AT LAW
FOREST GROVE, OREGON
TELEPHONE 243

RECEIVED
OCT 7 1940
FOR FILING

21-1208

October 3, 1940

Continental Casualty Company
Parker M. Lyman, Agent
609 Wilcox Building
Portland, Oregon

Gentlemen:

We are enclosing copies of notices of claims filed against the bond furnished by Washington Hauling Company in connection with State Highway Contract No. 2250, which covers the Hebo-Oceanlake Rock Production Project on the Oregon Coast & Salmon River Highways, in Lincoln and Tillamook Counties. The attached notices cover claims of the following:

Western Fence & Wire Works	$97.77
P. B. Doherty (Filed by John E.McCoy)	81.53
Ira Groshong " " " "	71.85

This information is given you as you appear as surety on the bond involved.

Yours very truly,

MC Secretary
encl.

cc - Washington Hauling Co.,
c/o Glen Hockey
Kalama, Washington

NOTED
D. G. DeSart

October 3, 1940

Honorable Earl Snell,
Secretary of State
Salem, Oregon

Dear Sir:

This is to acknowledge receipt of your recent letters transmitting the following notices of claims filed in your office against the bond furnished by the Washington Hauling Company in connection with State Highway Contract No. 2250, covering the furnishing of crushed rock on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties:

Western Fence & Wire Works	$97.77
P.B.Doherty (Filed by John E. McCoy)	61.53
Ira Groshong (Filed by John McCoy)	71.85

In accordance with our usual practice we are today notifying the bonding company and the contractor of these claims.

Yours very truly,

MC Secretary

COPY

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, Ira Groshong, has a claim for labor as plant foreman in the sum of Seventy-one and 85/100 ($71.85) Dollars against the bond taken from Washington Hauling Company of Seattle, Washington, as principal, and the Continental Casualty Company as surety, for the work of services rendered in connection with Contract Number 2250 with the State Highway Commission for furnishing crushed rock in stock piles on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways in Lincoln and Tillamook Counties.

IRA GROSHONG

I am also filing claim for a wage and seperation report on this same contract number 2250.

Ira Groshong

Endorsed: File No. 2932
Filed October 1, 1940
EARL SNELL
Secretary of State

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

October 1, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There are enclosed for your information and files, three copies of a notice of claim by Ira Groshong for $71.85 against the bond taken from Washington Hauling Company, principal, and Continental Casualty Company, surety, for work on contract No. 2250, which was received from Mr. John F. McCoy, Chehalis, Washington, and filed in this office today.

Please acknowledge receipt of the copies in order to complete our files.

Very truly yours,

Earl Snell
Secretary of State

:FM
encs. 3

COPY

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, P. B. Doherty, has a claim for labor as superintendent in the sum of Eighty-one and 53/100 ($81.53) Dollars against the bond taken from Washington Hauling Company of Seattle, Washington, as principal, and the Continental Casualty Company as surety, for the work of services rendered in connection with contract number 2250 with the State Highway Commission for furnishing crushed rock in stock piles on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways in Lincoln and Tillamook Counties.

P. B. DOHERTY

Endorsed: File No. 2931
Filed September 30, 1940
EARL SNELL
Secretary of State

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
1 - 1940

September 30, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There are enclosed for your information and files, three copies of a notice of claim by P. B. Doherty for $81.53 against the bond taken from Washington Hauling Company, principal, and Continental Casualty Company, surety, for work on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, contract No. 2250, which was received from Mr. John E. McCoy, Chehalis, Washington, and filed in this office today.

Please acknowledge receipt of the copies.

Very truly yours,

Earl Snell

Secretary of State

[illegible]
encs. 3

COPY

EARL SNELL
SALEM, OREGON

WESTERN FENCE & WIRE WORKS
1315 Southeast Ninth Ave., Corner of Main, P. O.Box 2068

Portland, Oregon

September 26, 1940

To: Secretary of State
Salem,
Oregon

Notice hereby is given that the undersigned WESTERN FENCE & WIRE WORKS has a claim for sand and gravel screen cloth in the sum of $97.77 against the bond taken from The Washington Hauling Company for the work of State Highway Contract No. 2250 for the Hebo-Oceanlake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

WESTERN FENCE & WIRE WORKS

By S. H. PALMER
S. H. Palmer, Mgr.

Endorsed: File No. 2929
Filed September 28, 1940
EARL SNELL
Secretary of State

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
30 1940
STATE HIGHWAY COMMISSION

September 28, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. W. B. Glaisyer

There are enclosed for your information and files, three copies of a notice of claim by Western Fence & Wire Works for $97.77 against the bond taken from Washington Hauling Company, for work on the Nebo-Oceanlake Section of the Oregon Coast and Salmon River Highways, contract 2250, which was received and filed in this office today.

Please acknowledge receipt of the copies.

Very truly yours,

Earl Snell
Secretary of State

[illegible]
encl. 3

RECEIVED
OCT 7 1940
FOR FILING

21-1208

October 3, 1940

Wilbur, Beckett, Howell &
Oppenheimer
Board of Trade Building
Portland, Oregon

Attention: Calvin H. Souther

Gentlemen:

The Honorable Earl Snell, Secretary of State, has referred to this office your letter of October 1st requesting a copy of the contract and bond covering the Hebo-Oceanlake Rock Production Project in Lincoln and Tillamook Counties, State Highway Contract No. 2250.

We are sending to you today, by express, a certified copy of this contract and bond.

Yours very truly,

MC

Secretary

NOTED
D. G. DeSart

October 3, 1940

Honorable Earl Snell,
Secretary of State
Salem, Oregon

Dear Sir:

Thank you for your letter of October [illegible] enclosing request of Wilbur, Beckett, Howell & Oppenheimer for a copy of the contract and bond covering the Hebo-Oceanlake Rock Production Project in Lincoln and Tillamook Counties, State Highway Contract No. 2250.

We are today forwarding the requested copy of said contract and bond to these attorneys.

Yours very truly,

MC Secretary

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

October 2, 1940

RECEIVED
3 - 1940

State Highway Commission
Salem, Oregon

Gentlemen: Attention H. B. Glaisyer, Secretary

Enclosed is a letter from Wilbur, Beckett, Howell & Oppenheimer, Portland, Oregon, together with affidavit by P. L. Crooks, and requesting a copy of the contract and bond in connection with construction work by the Washington Hauling Company, on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highway in Lincoln and Tillamook Counties.

I have advised the above firm that the request has been referred to your office for attention.

Very truly yours,

Earl Snell
Secretary of State

S:FL

Enc.

R. W. WILBUR
H. B. BECKETT
F. C. HOWELL
E. K. OPPENHEIMER
ROBERT T. MAUTZ
CALVIN N. SOUTHER

WILBUR, BECKETT, HOWELL & OPPENHEIMER
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND, OREGON

Oct. 1, 1940.

Mr. Earl Snell,
Secretary of State,
Salem, Oregon.

Dear Sir:

I enclose affidavit of P.L.Crooks and would appreciate your sending me a copy of the contract and bond on the job mentioned therein.

Please let me hear from you.

Very truly yours,

WILBUR, BECKETT, HOWELL & OPPENHEIMER,
By Calvin N. Souther

CNS/P
Enc.

Respectfully referred to State Highway Commission

STATE DEPARTMENT

STATE OF OREGON,)
)ss.
County of Multnomah,)

I, P. L. Crooks, being first duly sworn, depose and say that I am the trustee for the benefit of the creditors of Saxton,Looney & Risley; that as such trustee I supplied labor in the form of rentals of equipment to Washington Hauling Company for the prosecution of the work on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highway in Lincoln and Tillamook Counties, Oregon, under contract with the Oregon State Highway Commission; and that payment for said labor has not been made.

P. L. Crooks

Subscribed and sworn to before me
this 30 th day of Sept ,1940.
Carl M. Luther
Notary Public for Oregon,
My Commission expires 9/7/43

RECEIVED
OCT 7 1940
FOR FILING
21-1207

October 2, 1940

Mr. C. O. Fenlason,
Attorney at Law
Pittock Block
Portland, Oregon

Dear Sir:

Reply is made to your letter of September 28 in regard to State Highway Contract No. 2250, which was awarded to the Washington Hauling Company on December 7, 1939, covering the furnishing of 6,000 cu. yds. of crushed rock, in stock piles, on the Hebo-Ocean Lake Section of the Oregon Coast & Salmon River Highways, in Lincoln and Tillamook Counties.

This contract and bond were executed by the Washington Hauling Company on December 12, 1940. The contract bond was written by the Continental Casualty Company for whom Parker H. Lyman is the resident agent with offices in the Wilcox Building, Portland. The Washington Hauling Company is a co-partnership with E. E. Rockey and Glen Rockey the partners. 2705 - 3rd Ave. North, Seattle, Washington, is the address of Messrs. Rockey.

According to our records this project was completed on June 15, 1940, but has not yet been formally accepted by the State Highway Commission.

Yours very truly,

MC

Secretary

NOTED
D. G. DeSart

C. O. FENLASON
ATTORNEY AT LAW
PITTOCK BLOCK
PORTLAND, OREGON

TELEPHONE BROADWAY 5292

RECEIVED
[illegible] 30 1940
[illegible] COMMISSION

September 28, 1940

Oregon State Highway Commission,
Salem,
Oregon

ATTENTION: H. B. Glaisyer, Secretary

Gentlemen: Re: Washington Hauling Company's Contract # 2250

Desiring to file for a client a bond claim in the above noted matter, and lacking detailed information, will you please advise when the above noted contract and accompanying bond were executed, who is the surety on the bond, whether Washington Hauling Company is a corporation or co-partnership and, if the latter, the names of the partners, and whether the contract has been completed and accepted and, if so, when.

Thanking you for your immediate attention.

Yours very truly,

COF/h

CONTRACT #2250

21-1208 Hebo-Oceanlake Rock Prod. 1939
Proj., Oregon Coast & Salmon
River Hwys. Folder # 1

RECEIVED
OCT 7 1940
FOR FILING

21-1208

September 28, 1940

Hon. Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of September 26, enclosing three copies of a notice of claim, being an amended notice, by P. L. Crooks, in the amount of $1,795.86, against Washington Hauling Company for rental and repair of equipment in connection with work on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways in Lincoln and Tillamook Counties.

We have made note of this claim in our records of this job and, in accordance with our usual practice, will see that copies of the notice thereof are today forwarded to the contractors and their surety.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

cc - Washington Hauling Company
[illegible]
[illegible], Washington

NOTED
D. G. DeSart

September 28, 1940

CONTINENTAL CASUALTY COMPANY
Parker H. Lyman, Resident Agent
Wilcox Building
Portland, Oregon

Gentlemen:

We have received from the Secretary of State three copies of an amended claim by P. L. Crooks, in the amount of $1,795.86, against Washington Hauling Company for rental and repair of equipment in connection with work on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

Inasmuch as you are surety for the contracting firm on this job, we hand you herewith one of these notices of claim for your information and attention.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MEL

cc - Washington Hauling Company
c/o Glen Rockey
Kalama, Washington

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
SEP 27 1940
STATE HIGHWAY COMMISSION

September 2[illegible], 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H.B.Glaisyer

There are enclosed for your information and files, three copies of an amended notice of claim by F. L. Crooks, trustee for $ 795.86 against the bond taken from Washington Hauling Company, principal, and Continental Casualty Co., surety, for work on the Hebo-Ocean Lake Section of the Oregon Coast & Salmon River Highways, which was received and filed in this office today.

I am also enclosing a copy of Mr. Crooks' letter relative to his claim.

Please acknowledge receipt of the copies.

Very truly yours,

Earl Snell
Secretary of State

[illegible] FM
encs. 3

ACKNOWLEDGED
H B GLAISYER

COPY

P. L. CROOKS, TRUSTEE
2145 N. W. Pettygrove
Portland, Oregon

September 15, 1940

Earl Snell,
Secretary of State,
Salem, Oregon.

Dear Sir:

I enclose notice of claim which will take the place of the notice previously furnished by me in the amount of $1599.41 and the supplemental notice likewise previously furnished by me in the amountof $205.45.

I thought it best to file a single notice in view of the fact that the statute makes no provision for a supplemental claim but I make this filing without waiving whatever rights I may have under the first two filings.

Please acknowledge receipt of same.

Very truly yours,

P. L. CROOKS

Trustee

COPY

P. L. CROOKS, TRUSTEE
2145 N.W. Pettygrove
Portland, Oregon

September 25, 1940

NOTICE OF CLAIM

TO EARL SNELL, SECRETARY OF STATE,

SALEM, OREGON.

Notice hereby is given that the undersigned, P. L. Crooks, as trustee for the benefit of the creditors of Saxten, Looney & Risley, has a claim for rental of equipment and repairs to equipment in the sum of $1795.86 against the bond taken from Washington Hauling Company, Seattle, Washington, and Continental Casualty Company, for the work of furnishing crushed rock in stock piles on the Hebo-Ocean Lake Section, Oregon Coast and Salmon River Highway in Lincoln and Tillamook Counties, Oregon, under contract with the Oregon State Highway Commission.

P. L. CROOKS
Trustee for the Creditors of
Saxton, Looney & Risley.

Endorsed: File No. 29112
Filed September 26, 1940
EARL SNELL, Secretary of State

RECEIVED
SEP 27 1940
FOR FILING

21-1208

September 25, 1940

Hon. Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of September 21 enclosing three copies of a notice of claim by P. L. Crooks, in the sum of $205.45, against Washington Hauling Company, being a supplemental claim for rental of and repairs to equipment in connection with State Highway Contract No. 2250 - Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

We have made note of this claim in our records of this job and will see that copies of the notice thereof are today forwarded to the contracting firm and its surety.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

NOTED
D. G. DeSart

September 25, 1940

CONTINENTAL CASUALTY COMPANY
Parker H. Lyman, Local Agent
609 Wilcox Building
Portland, Oregon

Gentlemen:

We are in receipt of notice from the Secretary of State that P. L. Crooks has a claim, in the amount of $205.45, against Washington Hauling Company, this being a supplemental claim for rental of and repair to equipment in connection with State Highway Contract No. 2258 - Nebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

Inasmuch as you are surety for the contracting firm on this job, this copy of the notice of claim is being sent you, for your attention.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MDL

cc - Washington Hauling Company
2705 3rd North
Seattle, Wn.

NOTED
D. G. DeSart

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

September 21, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There are enclosed for your information and files, three copies of a supplemental notice of claim by P. L. Crooks, Trustee for $205.45 against the bond taken from Washington Hauling Company, principal, and Continental Casualty Company, surety, for work on the Hebo-Oceanlake Section of the Oregon Coast & Salmon River Highways, which was received and filed in this office today.

Please acknowledge receipt of the copies in order to complete our files.

Very truly yours,

Earl Snell
Secretary of State

[illegible]
Encs.

NOTED
D. G. DeSart

COPY

P. L. CROOKS, TRUSTEE
2145 N. W. Pettygrove
Portland, Oregn

Sept 18th 1940

Earl Snell
Secretary of State
Salem, Oregon

Dear Sir:

Notice is hereby duly given that the undersigned, P. L. Crooks - Trustee, has a supplemental claim for rental of equipment and repairs on equipment used on State of Oregon Highway Commission Contract - Hebo - Oceanlake Section, Oregon Coast & Salmon River Highway - Lincoln and Tillamook Counties - furnishing crushed rock in stockpiles - Contractor Washington Hauling Company, Seattle, Washington, in the sum of Two Hundred Five Dollars and Fourty Five Cents ($205.45). This is in addition to the claim filed as of July 3rd, 1940 in the amount of One Thousand Five Hundred Ninety Dollars and Fourty One Cents ($1590.41). Total of the two claims is One Thousand Seven Hundred Ninety Five Dollars and Eighty Six cents - ($1795.86), for which sum I hereby make claim against the bond taken from the Continental Casualty Company - for the work above mentioned.

Yours very truly

P. L. CROOKS - TRUSTEE

By P. L.Crooks

State of Oregon) ss
County of Multnomah)

I, P. L.Crooks, Trustee, having been first duly sworn on oath, do hereby depose and say: That I am Trustee for Saxton, Looney & Risley, of the claimant named in the above bill; that the services or materials therein mentioned were actually rendered or furnished as herein charged; that the said supplemental claim of $205.45 is true and correct, and that said supplemental claim, or any part thereof has not been paid.

P. L. CROOKS

Subscribed and sworn to before me this 20th day of September, 1940.
My Commission expires 3/21/43
(SEAL)

C. A. MANSFIELD
Notary Public for Oregon

Endorsed: File No. 2922
Filed September 21, 1940

EIVED
SEP 23 1940
FOR FILING

21-1208

September 20, 1940

Continental Casualty Co.,
Parker H. Lyman, Agent
609 Wilcox Building
Portland, Oregon

Gentlemen:

We are in receipt of information to the effect that the Western Fence & Wire Works of Portland, Oregon, has a claim in the amount of $97.77 against the bond furnished by the Washington Hauling Company in connection with State Highway Contract No. 2250 covering the Hebo-Oceanlake Rock Production Project on the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties. This claim represents wire screen cloth furnished in the above amount.

We are giving you this information inasmuch as you appear as surety on the bond furnished in connection with this job.

Yours very truly,

HBG:MC

Secretary

cc- Glenn Rockey,
Kalama, Washington

September 20, 1940

Western Fence & Wire Works,
P. O. Box 2068
Portland, Oregon

Attention: S. H. Palmer, Mgr.

Gentlemen:

Reply is made to your letter of September 19 requesting information relative to the filing of your claim against the Washington Hauling Company in connection with the contract awarded to this company by the State Highway Commission for furnishing crushed rock, in stock piles, for the Hebo-Oceanlake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

This is State Highway Contract No. 2250. In connection with this job the Washington Hauling Company was required to furnish the State a surety bond for the protection of claims and to guarantee the satisfactory completion of the project. This bond was written by the Continental Casualty Company for whom Parker H. Lyman, with offices in the Wilcox Building, Portland, is the local representative. We offer this bond to you for the protection of your claim and suggest that you file notice thereof direct with the agents of the bonding company and also with the Secretary of State, in conformance with the provisions of Chapter 517, Oregon Laws, 1939, a mimeographed copy of which is enclosed.

Your notice to the Secretary of State should be filed prior to the expiration of 6 months from the date of completion of the project and acceptance of the same by the State Highway Commission. According to our records, this job was completed on June 15, 1940 but it has not as yet been formally accepted by the Highway Commission. Neither has final payment been made therefor.

In accordance with our usual practice we are today notifying the bonding company and the contractor of the filing of your claim in this office.

Yours very truly,

Secretary

HBG:MC
encl.

WESTERN FENCE & WIRE WORKS
(MANUFACTURERS)

Wire and Iron Work
Fence Erectors

Spiral Wire Conveyors
Belting

Trade Mark Reg. :: Patented

1315 SOUTHEAST NINTH AVE., Corner of Main :: P. O. BOX 2068
PORTLAND, OREGON

September 19, 1940

Oregon State Highway Commission
Salem,
Oregon

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, FIRES, ACCIDENTS, DELAYS OF CARRIERS AND OTHER DELAYS UNAVOIDABLE OR BEYOND OUR REASONABLE CONTROL. QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE.

Attention: Mr. H. B. Glaisyer

Gentlemen:

In reply to your letter of September 18th., we wish to advise that we sold $97.77 in wire screen cloth to the Washington Hauling Company, Neskowin, Oregon which was ordered by Mr. E. E. Rocky and this material was shipped to Otis, Oregon for the Oregon State Highway Job Contract No. 5024.

Any information you can give us on collecting this account will be appreciated.

Very truly yours,

WESTERN FENCE & WIRE WORKS

BY S. H. Palmer
S. H. Palmer Mgr.

SHP*VW

NOTED
D. G. DeSart

ANSWERED
H. B. GLAISYER

RECEIVED
SEP 19 1940
FOR FILING

September 18, 1940

Western Fence & Wire Works,
1315 S. E. Ninth Ave.,
P. O. Box 2068
Portland, Oregon

Attention: S. H. Palmer, Mgr.

Gentlemen:

Reply is made to your letter of September 16 in which you inquire as to when payment will be made to you for wire screens furnished this Department under "Highway Job No. 5024."

I am unable to ascertain from the information given by you to whom these screens were delivered and, therefore, cannot check our records on the matter. Therefore, if you will advise me the requisition number applying to this order, the name of the person ordering same, the point of delivery and/or any other pertinent information which you can supply from your records, I will be glad to trace the matter and advise you immediately thereafter. No. 5024 to which you refer does not check with any of our order numbers.

Yours very truly,

[illegible] Secretary

WESTERN FENCE & WIRE WORKS

(MANUFACTURERS)

Wire and Iron Work
Fence Erectors

SAND GRAVEL SCREENS

Spiral Wire Conveyors
Belting

Trade Mark Reg. :: Patented

1315 SOUTHEAST NINTH AVE., Corner of Main :: P. O. BOX 2068

PORTLAND, OREGON

RECEIVED
[illegible] 1940
[illegible] COMMISSION

September 16, 1940

Secretary of State Highway Dept.
Salem,
Oregon

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, FIRES, ACCIDENTS, DELAYS OF CARRIERS AND OTHER DELAYS UNAVOIDABLE OR BEYOND OUR REASONABLE CONTROL. QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE.

Gentlemen:

We furnished wire screens for the Oregon State Highway Job No. 5024 in the amount of $97.77 for which we have not received payment.

Will you please advise us how we may collect on this contract?

Very truly yours,

WESTERN FENCE & WIRE WORKS

BY S H Palmer
S. H. Palmer Mgr.

SHP*VW

RECEIVED
SEP 21 1940
FOR FILING

21-1208

September 20, 1940

Mr. Glenn Rockey,
Kalama, Washington

Dear Sir:

Replying to your inquiry of September 16, am pleased to give you the following information pertaining to State Highway Contract No. 2250 which was awarded to the Washington Hauling Company for the Hebo-Oceanlake Rock Production Project in Lincoln and Tillamook Counties:

The completion date specified in the contract was May 31, 1940, but the job was not completed until June 15, 1940. Therefore, you should send in a request for an extension of time of 15 days to cover this overrun. Such request should be accompanied by the consent of the surety company on this job. There has been paid to date the sum of $7,015.95 and there is approximately $4,150 still due. It is possible that there will be some engineering costs charged against the job for the overrun in time.

The following claims are still on record as unpaid against this job:

Lumber Specialties, Inc., Cutler City, Oregon,	$199.62
Foster Mills, Inc., Willamina, Oregon	45.82
Marshall Wells Co., Portland, $742.37 plus $4.10 int.	746.47
Texas Company, Seattle, Washington	847.74
J.C. Rogers, Tillamook Wholesale Grocery Co., Tillamook	271.36
United Adjusters, Inc., 525 American Bank Bldg., Portland	671.00
P. L. Crooks & Co., for equipment rental	577.21
P. L. Crooks & Co., for explosives	1590.41
L. A. Courtemanche, tires and repairs	418.85
Newport Machine Shop, materials and labor	25.55
Sunset Tire Corporation	219.10
General Petroleum Corp. of California	1738.78
Linde Air Products Co.	23.01
P. B. Doherty, labor	81.53
" " , installing crusher	208.51

Mr. Glenn Rockey 9/20/40

Western Fence & Wire Works, Portland	97.77
Superior Typewriter Service, machines	857.50
Hirsch-Weis Manufacturing Co., merchandise	148.57
Christ Bros., labor	522.20

The foregoing are the claims of which we have been notified. There may be others, however, which have not been filed in this office.

As soon as these claims have been satisfied and the State Highway Commission has passed on your extension of time and has formally accepted this project as completed final settlement ~~will~~ can be made.

Yours very truly,

DD:NC Secretary

RECEIVED
SEP 17 1940
OREGON
STATE HIGHWAY COMMISSION

WASHINGTON HAULING CO.
2705 3RD AVE. N.
SEATTLE
GARFIELD 5917

Kalama, Washington.
Sept. 16, 1940.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Would it be possible to send to me at Kalama, Washington a complete statement of our job recently completed on the Oregon Coast Highway, which consisted of crushing and stockpiling crushed rock. The contract number of the job was 2250.

As I will be here for only a short time I would appreciate the above information as quickly as possible. Thanking you in advance, I remain

Yours very truly,

Glenn Rockey.

RECEIVED
SEP 21 1940
FOR FILING

21-12-08

September 20, 1940

Balzer Machinery Company
2136 S. E. Eighth Avenue
Portland, Oregon

Gentlemen:

This will acknowledge receipt of your letters of August 28 and September 18, and advise that the Washington Hauling Company, on their contract No. 2250, for the production of crushed rock on the Hebo-Oceanlake Rock Production Project, have been paid a total of $7,015.95. They have an amount of approximately $4,150.00 still due, which money is being held pending settlement of outstanding claims and final acceptance of the project.

The following claims have been filed with the Highway Commission against this company and their surety:

Lumber Specialties, Inc., Cutler City, Oregon	$199.62
Foster Mills, Inc., Willamina, Oregon	45.82
Marshall Wells Co., Portland, $742.37 plus $4.10 int.	746.47
Texas Company, Seattle, Washington	847.74
J. C. Rogers, Tillamook Wholesale Groc.Co., Tillamook	271.36
United Adjusters, Inc., 525 Amer.Bank Bldg., Portland	671.00
P. L. Crooks & Co., for equipment rental	577.21
P. L. Crooks & Co., for explosives	1590.41
L. A. Courtemanche, tires and repairs	418.85
Newport Machine Shop, materials and labor	25.55
Sunset Tire Corporation	219.10
General Petroleum Corp. of California	1738.78
Linde Air Products Co.	23.01
P. B. Doherty, labor	81.53
P. B. Doherty, installing crusher	[illegible]08.51
Western Fence & Wire Works, Portland	77.77
Superior Typewriter Service, machines	[illegible]7.50
Hirsch-Weis Manufacturing Co., merchandise	348.57
Christ Bros., labor	522.20

We do not guaranty the truth of these claims, nor that there are not other outstanding claims, however, these are the ones of which we have been notified.

Yours very truly,

NOTED
D. G. DeSart

DGD:RS

Secretary

warrant
#4 held by Auditor

80 6-15

10,462.83
868.50
9,594.33

2,578.38

#3 Paid Total $7,015.95 6/15/40

Aprox total due unpaid $4,151.13

R MACHINERY COMPANY
NTRACTORS AND LOGGERS EQUIPMENT
2136 S. E. EIGHTH AVENUE
CORNER EAST EIGHTH AVENUE AND GRANT STREET
PORTLAND, OREGON

WE RENT NEW AND USED
MACHINERY WITH
PRIVILEGE OF PURCHASE

TRAYLOR ENG. & MFG. CO.
GYRATORY CRUSHERS
MURPHY DIESEL CO., LTD.
DIESEL ENGINES
NATIONAL WIRE CLOTH CO.
SCREEN CLOTH
VULCAN IRON WORKS
PILE DRIVING MACHINERY

September 18, 1940.

hway Commission,

gton Hauling Company,
ct No. 2250.

attaching copy of our letter to you
ich is self explanatory, and to which
eply.

We trust our request for this information was not out of order, as we understood we were entitled to same.

If our request was out of order, we would appreciate your advice in the enclosed stamped envelope, but are writing you again, thinking perhaps our letter was mislaid.

Awaiting your reply with interest, we remain -

Yours very truly,

BALZER MACHINERY COMPANY,

Per

Manager.

RLB:BE
Enc.

WE RENT NEW AND USED
MACHINERY WITH
PRIVILEGE OF PURCHASE

BALZER MACHINERY COMPANY

CONTRACTORS AND LOGGERS EQUIPMENT
2136 S. E. EIGHTH AVENUE
CORNER EAST EIGHTH AVENUE AND GRANT STREET
PORTLAND, OREGON

OHIO LOCOMOTIVE CRANE CO.
LOCOMOTIVE CRANES

NORTHWEST ENGINEERING CO.
POWER SHOVELS

CHICAGO PNEUMATIC TOOL CO.
AIR COMPRESSORS

PACIFIC WIRE ROPE CO.
WIRE ROPE

TRAYLOR ENG. & MFG. CO.
GYRATORY CRUSHERS

MURPHY DIESEL CO., LTD.
DIESEL ENGINES

NATIONAL WIRE CLOTH CO.
SCREEN CLOTH

VULCAN IRON WORKS
PILE DRIVING MACHINERY

RECEIVED

September 18, 1940.

Oregon State Highway Commission,
Salem, Oregon.

Subject - Washington Hauling Company,
Contract No. 2250.

Gentlemen:

We are attaching copy of our letter to you of August 28, which is self explanatory, and to which we have had no reply.

We trust our request for this information was not out of order, as we understood we were entitled to same.

If our request was out of order, we would appreciate your advice in the enclosed stamped envelope, but are writing you again, thinking perhaps our letter was mislaid.

Awaiting your reply with interest, we remain -

Yours very truly,

BALZER MACHINERY COMPANY,

Per R L Balzer

Manager.

RLB:BE
Enc.

WE RENT NEW AND USED
MACHINERY WITH
PRIVILEGE OF PURCHASE

BALZER MACHINERY COMPANY

CONTRACTORS AND LOGGERS EQUIPMENT
2136 S. E. EIGHTH AVENUE
CORNER EAST EIGHTH AVENUE AND GRANT STREET
PORTLAND, OREGON

OHIO LOCOMOTIVE CRANE CO.
LOCOMOTIVE CRANES
NORTHWEST ENGINEERING CO.
POWER SHOVELS
CHICAGO PNEUMATIC TOOL CO.
AIR COMPRESSORS
PACIFIC WIRE ROPE CO.
WIRE ROPE

TAYLOR ENG. & MFG. CO.
GYRATORY CRUSHERS
MURPHY DIESEL CO., LTD.
DIESEL ENGINES
NATIONAL WIRE CLOTH CO.
SCREEN CLOTH
IRON WORKS
PILE DRIVING MACHINERY

RECEIVED
AUG 29 1940
OREGON
STATE HIGHWAY COMMISSION

August 28, 1940.

Oregon State Highway Commission,
Salem, Oregon.

Subject - Washington Hauling Company,
Contract No. 2250.

Gentlemen:

We would appreciate your advice as to the present status of this contract, giving the amount of the payments that have been made to the Washington Hauling Company under Estimate, and advice as to whether final payment covering retained percentage has been made.

We would also appreciate receiving a list of theclaims which have been filed against this contract, giving names and amounts.

Your courtesy in furnishing this information will be greatly appreciated.

Yours very truly,

BALZER MACHINERY COMPANY,

Per

Manager.

RLB:BE

REFERRED TO [illegible]
BY SECRETARY

prepare reply

D/2

August 28, 1940.

Oregon State Highway Commission,
Salem, Oregon.

Subject - Washington Hauling Company,
Contract No. 2250.

Gentlemen:

We would appreciate your advice as to the present status of this contract, giving the amount of the payments that have been made to the Washington Hauling Company under Estimate, and advice as to whether final payment covering retained percentage has been made.

We would also appreciate receiving a list of theclaims which have been filed against this contract, giving names and amounts.

Your courtesy in furnishing this information will be greatly appreciated.

Yours very truly,

BALZER MACHINERY COMPANY,

Per

Manager.

RLB:BE

RECEIVED
SEP 19 1940
FOR FILING

21-1308

September 18, 1940

Continental Casualty Co.,
Parker H. Lyman, Agent
609 Wilcox Building
Portland, Oregon

Gentlemen:

We are enclosing copy of notice of claim which has been filed in this office against the bond furnished by Washington Hauling Company in connection with State Highway Contract No. 2250 covering the Nehalem-Ocean Lake Rock Production Project on the Oregon Coast & Salmon River Highways. This claim, as you will note, is filed by Hirsch-Weis Manufacturing Company and represents clothing and other material furnished amounting to $148.57.

This information is given you as you appear as surety on the bond furnished on this project.

Yours very truly,

Secretary

DGD:MC

cc - Washington Hauling Co.,
Kalama, Washington

September 18, 1940

Hon. Earl Snell,
Secretary of State
Capitol Building
Salem, Oregon

Dear Sir:

Receipt is acknowledge of your letter of September 14 transmitting three copies of the notice of claim of Hirsch-Weis Manufacturing Company, in the amount of $148.57, against the bond taken from the Washington Hauling Company in connection with State Highway Contract No. 2250, covering the Hebo-Oceanlake Rock Production Project in Lincoln and Tillamook Counties.

In accordance with our usual practice we are today notifying the bonding company of this claim. We are also calling the contractor's attention to this claim.

Thank you for this information.

Yours very truly,

DGD:MC

Secretary

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
17 1940

September 14, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There are enclosed for your information and files, three copies of a notice of claim by Hirsch-Weis Manufacturing Company for $148.57 against the bond taken from Washington Hauling Company, principal, and Continental Casualty Company, surety, for work on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highway, contract No. 2250, which was received and filed in this office today.

Please acknowledge receipt of the copies.

Very truly yours,

Earl Snell

Secretary of State

S:FM
enc. 3

NOTED
D. G. DeSart

HIRSCH-WEIS
Manufacturing Co.
Front and Burnside Sts.
Portland Oregon

September 13, 1940

Secretary of State
Salem
Oregon

Dear Sir:

We hereby give formal notice that the Hirsch-Weis Manufacturing Co. has a claim for Water Repellent and other work clothing in the sum of $148.57 against the bond taken from the Continental Casualty Company for the work of furnishing crushed rock in stock piles on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties under state contract No. 2250, for the State Highway Commission, said contract having been awarded on December 7, 1939, to the Washington Hauling Co. 2705 Third Ave. N. Seattle, Washington.

Will you kindly acknowledge receipt of this notice?

The within notice is given subject to the provisions of Chapter 517, Oregon Laws 1939, Section 67-1101.

Yours very truly,

HIRSCH-WEIS MANUFACTURING CO.

By H. A. SOMERS
H. A. Sommers
Credit Manager

HAS:MS

Endorsed: File No. 2925
Filed September 14, 1940
EARL SNELL
Secretary of State

RECEIVED
SEP 19 1940
FOR FILING

21-1208

September 18, 1940

Continental Casualty Company,
Parker H. Lyman, Agent
609 Wilcox Building
Portland, Oregon

Gentlemen:

We are enclosing copy of notice of claim which has been filed against the bond furnished by Washington Hauling Company in connection with State Highway Contract No. 2250 covering the Hebo-Oceanlake Rock Production Project in Lincoln and Tillamook Counties.

This claim, as you will note, represents tools, hardware, and miscellaneous materials furnished by Marshall-Wells Company, and amounts to $738.02.

We are giving you this information inasmuch as you appear as surety on the bond involved.

Yours very truly,

BGD:MC

Secretary

cc - Washington Hauling Co.,
Kalama, Washington

September 16, 1940

Hon. Earl Snell,
Secretary of State
Capitol Building
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of September 13 enclosing three copies of the notice of claim of the Marshall-Wells Company, in the amount of $738.02, against the bond furnished by Washington Hauling Company in connection with State Highway Contract No. 2250, which covers the Nebo-Oceanlake Rock Production Project in Lincoln and Tillamook Counties.

In accordance with our usual practice we are today notifying the surety company and the contractor of this claim.

Thank you for this information.

Yours very truly,

DGD:MC

Secretary

NOTED

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

September 13, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

There are enclosed for your information and files, three copies of a notice of claim by Marshall-Wells Company for $738.02 against the bond taken from Washington Hauling Company, principal, and Continental Casualty Co., surety, for work on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, which was received and filed in this office today.

Please acknowledge receipt of the copies.

Very truly yours,

Earl Snell
Secretary of State

S:FM
encs. 3

NOTED
D. G. DeSart

Portland, Oregon, September 11, 1940.

To: The State of Oregon,
c/o Secretary of State,
Salem, Oregon.

Gentlemen:

Notice is hereby given that the undersigned Marshall-Wells Company, Portland, Oregon, has a claim for tools, hardware, tires, tubes, batteries and miscellaneous materials in the sum of $738.02 against the bond from Washington Hauling Company as principal and Continental Casualty Company as surety, for work on Oregon State Highway contract No. 2250, having to do with the furnishing of crushed rock in stock piles on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways in Lincoln and Tillamook Counties. Invoices giving the details of the various articles sold and delivered and the prices charged therefor are hereto attached and by this reference made part hereof.

Very truly yours,

MARSHALL-WELLS COMPANY

By E. B. Cooper

* *

INVOICE
MARSHALL-WELLS COMPANY
Portland, Oregon

Refer to
Invoice No. 4132

Invoice date 2-9-40

SOLD TO

WASHINGTON HAULING CO
1025 S.W. 5th % 5th Ave. Hotel
City

Terms: 2% 10th Net 30

C O P Y

1/12 Gro	66J10 Zen Hacksaw Blades	1/12	10 00		83	66
	20%					
1/6 Doz	456J1 Zen Shovels	1/6		17 60		2 93
1/6 Doz	459P M K Sq Pt. Shovels	1/6		14 50		2 42
1/6 Doz	466C6 6# R R Picks	1/6		11 10		1 85
1/6 Doz	37A Pick Hdles	1/6		5 25		88
2 only	SC915 4½" Hinge hasps	2		11		22

2 prs	SC90E 6" hinges	2		29			[illegible]
1/3 Doz	888-783KA keyed alike padlocks	1/3		8 00			2 67
1 only	50D8 26" 8 pt hand saw	1		3 00			3 00
1/12 doz	84 Zen Hammer	1/12		10 90			91
1 only	2D3J 18" Stillson wrench	1		1 55			1 55
1 only	203J ~~18~~ 24"	1		2 65			2 65
1/12 Doz	132-14 Carpenters Sq	1/12		13 80			1 15
1/12 Doz	26V2 Hartford Holed Axe	1/12		22 10			1 84
2 only	16A 8# Sledge hammers	2		1 31	fwd.		2 62
		Refer to Invoice No. 4132					
	Washington Hauling Co.						
1/3 Doz	37KA sledge hdles	1/3		4 90			1 63
1 only	3936-4502 socket wrench set	1		13 45			13 45
1 only	210H 6" crestoldy wrench	1		75			75
1 only	210H 10	1		1 15			1 15
1 only	210H 15"	1		2 25			2 25
2 prs.	218OL826 crescent pliers	2		60			1 20
1 only	158 #16 7/8" P&C cold chisel	1	1 00			1 00	
1 only	158 #14 5/8 Do	1	65			65	
		25%				1 65	1 24
1/12 Doz	10D #2 Zen ball PE in hammers	1/12		11 70			98
3 keg	60D Com nails	3		3 60			10 80
2 keg	40D	2		3 60			7 20
1 keg	20D	1		3 60			3 60
1 keg	10D	1		3 65			3 65
1 only	#604 P&C Screwdriver	1	85			85	
2 only	#107 punch	2	30			60	
1 only	#2826 wrench	1	1 10			1 10	
				FWD.			
1 only	#2822 P & C Wrench	1	95			95	
		25%				3 50	2 63
							76 46
		Refer to invoice No. 4596 Invoice date 2-19-40					
1 only	#503 5' simonds CC saw	1		7 95			7 95
1 pr	#41 24 G C saw hdles	1		94			94
1 only	3733-945 Hydraulic jack	1		20 50			20 50
							29 39
		Refer to invoice No. 4317 Invoice date 2-15-40					
1 only	#503 5½' simonds R C Bucking saw	1		8 95			8 95
		Refer to invoice 5247 Invoice date 2-20-40					
4 only	600x16 Zen Tubes	4		1 51			6 04
1 only	4014J11 #21 brake fluid	1		2 55			2 55
4 only	600X16 4 ply Zen tires	4		8 67			34 68
							43 27
		Refer to invoice No. 6002 Invoice date 2-27-40					
1 pr	927W 8" gate hinges	1		40			40
24 only	½ x 9 mach bolts	24	13 64 C			3 27	
36 only	½ x 12	36	17 16 C			6 18	
36 only	5/8 x 9	36	17 71 C			6 38	
4 only	1x23	4	79 91 C			3 20	
		50%				19 03	9 52
120 only	½" cut washers	4		9 30	cwt		37
75 only	5/8	5½		9 15	cwt		48
8 only	1	1½		9 00	cwt		14
12 only	3/8 x 1 mach bolts	12	2 58 C			31	
12 only	3/8x3½	12	4 18 C			50	
		55-5%				81	35
24 only	3/8 lock washers	24		40 C			10
12 only	2" cut washers	9¼		9 65	cwt		89
1 doz	66J 12 hacksaw blades	1/12	12 00			1 00	80
	20%		FWD				

	SOLD TO WASHINGTON HAULING CO.		Refer to invoice No. 6002			
1/12 Doz	151 #1 16/16 ship auger w/screws		1/12	15 00		1 25
						14 30
			Refer to invoice No. 6215			
			Invoice date 2-28-40			
12 only	5/8-379H cable clamps		12	12 40 C		1 49
12 only	#1 commercial ppark plugs		12	41		4 92
24 only	3/4 379H cable clamps		24	17 25 C		4 14
20 lbs	2606#2 colored rags		20	13 65 cwt		2 75
1/6 doz	210124 oilers		1/6	7 20		1 20
1/6 doz	8 oz cans robinsons shoe grease		1/6	2 00		33
1 only	#87 P&C punch	25%	1	90	90	68
6 only	leather washers for 1060 or 1033 alemite gun	40%	6	27	1 62	97
						16 46
			Refer to invoice No. 6326			
			Invoice date 2-30-40			
12 only	½ x 10 mach bolts	50%	12	14 63 C	1 76	88
1 bx	55 W Belt lacing		1	5 20	5 20	
1 bx	35W		1	3 40	3 40	
		54%			8 60	3 96
10 lbs	#25 3/16 bronze welding rod		10	44 75 cwt		4 48
						9 32
			Refer to invoice No. 6823			
			Invoice date 3-4-40			
1 bar	5/8 rd iron		21	5 35 cwt		1 12
1 bar	3/4		30	5 25 cwt		1 58
2 ft	5/8 key stock		2½	16 00 cwt		40
60 ft	1" blk pipe		66	8 45 Cft		5 58
2 sheets	10 ga 48-96 blk iron		360	4 15 cwt		14 94
2 only	3/4" blk short nipples	59%	2	09	18	07
4 only	1" blk ells	52%	4	26	1 04	50
2 only 1x3/4 bushings			2	06	12	09
			27%			
1 only	1x10" 3915D gas hose W/ male & female cplgs	10%	10 1	44 95	4 40 95	3 52 86
						28 66
			Refer to invoice No. 3-2-6938			
			Invoice date 3-6-40			
1/12 Doz	12F5 pinch bar		1/12	4 40		37
			Refer to invoice No. 7390			
			Invoice date 3-11-40			
22½ ft	4" 4 ply klingtite bubber belt		22½	82	18 45	
25 ft.	6" 5 ply		25	1 53	38 25	
32 ft	6" 5 ply		32	1 53	48 96	
43 ft.	8" 5		43	1 93	82 99	
50 ft. 8	8" 5		50	1 93	96 50	
45 ft.	10" 6 ply klingtite		45	2 88	129 60	
50 ft.	12" 6 ply		50	3 45	172 50	
42½ ft.	12" 6		42½	3 45	146 63	
		63-20%			733 88	217.23
1 bx	#350E #112 bristol belt lace	45%	1	2 50	2 50	1 38
						218 61
			Refer to invoice No. 7800			
			Invoice date 3-14-40			
12 only	1/8x 3/8 galv bushings		12	08	96	
12 only	3/8 x¼		12	08	96	
12 only	[illegible]		12	08	96	

12 only	¼x1/8		
			12 06 72
			34%
1 bx	3801M4 3/8 cop tubing		1 1 60 360 2 38
6 only	181D 3/8" imperial fittings		1 60
		50%	6 13 50C 81 41
14 only	3/8 X½ galv bushings		14 08 1 12
2 only	2X½		2 28 56
1 only	2" Tee		34%
			1 1 36 1 68 1 11
1 bx	113 steel belt lacing	52%	1 56 65
1 only	2" galv plug	45%	1 2 50 2 50 1 38
		36%	1 20 fsd 20 13
			7 66
			Refer to invoice No. 3-13-168 Invoice date 3-15-40
2 pcs	~~xxx~~ DSB glass 13½ x 16 7/8"		
		85%	2 1 92 3 64 58
1 pcs	5/8" 6/19 filler wire long lay imp lay set wire rope iwrc 170' long		
	Boxing window glass		170 18 40 per 100 31 28 1 40 40
			42 26
			Refer to invoice No. 9402 Invoice date 3-28-40
30 ft	6" 5 ply klingtit e rubber belt	63-20%	30 1 53 45 90 13 59
1 bx	50E 113 belt lacing		1 2 50 2 50 1 38
		45%	14 97
			Refer to invoice No. 3-27-474 Invoice date 4-2-40
20 lin ft 8 oz canvas			62/3 27 1 80
1/12 doz	615JI 2# plug 10 oz tacks		1/12 59 05
2 rolls 8 oz rubber electricians tape			1# 40 40
1 bx	350A #35 alligator lacing	54%	1 2 30 2 30 1 06
1 only	745 lincoln battery		1 5 35 5 35
8 only	y4 champ spark plugs		8 45 3 60
			12 26
			Refer to invoice No. 10535 Invoice date 4-4-40
12 only	#7 champ spark plugs		12 41 4 92
2 only	482 eveready B batteries		2 1 05 2 10
1 only	741 A		1 67 67
10# #25 3/16 Oxweld rod			10 44 37 cwt 4 44
1 bx	55W alligator belt lacing	54%	1 5 20 5 20 2 39
1#	613W 7/8" roffing nails		1 8 95 cwt. 09
			14 61
			Refer to invoice No. 11361 Invoice date 4-12-40
1 Pcs	3x3x3/8 floor plate		132 05 6 60
			Refer to invoice No. 11362 Invoice date 4-12-40
50 only	⅜x1½ mach bolts	60-5%	50 5 50 C 2 75 1 05
10#	646 #10 3/16 welding rod		10 40 25 cwt 4 03
10#	#25W3/16		10 44 37 cwt 4 44
			9 52

			Refer to invoice No. 4-13-87 Invoice date 4-16-40			
15 only	100W 32V lamps		15	33	4 95	
6 only	50 W		6	20	1 20	
		15%			6 15	5 23
			Refer to invoice No. 4-13-88 Invoice date 4/17/40			
1 bx.	5/32 #5 lincoln mild steel electric weld rod		50	10½		5 25
			Refer to invoice No. 4-24-94 Invoice date 4-26-40			
1 bale	2606M White rags		50	18 25 cwt		9 13
2 only	7.00x16 4 ply Gen tires		2	11 55		23 10
2 only	7.50x20 8 ply chippewa sturdy truck tires		2	22 89		45 78
						78 01
			Refer to invoice No. 13473 Invoice date 4-26-40			
1 only	#14 P & C Tools		1	65	65	
1 only	#16		1	1 00	1 00	
1 only	#87		1	90	90	
1 only	#71		1	40	40	
			25%		2 95	2 21
1 only	10" crescent type wrenches		1	90		90
1 only	12"		1	1 30		1 30
2 only	755 lincoln batteries		2	8 35		16 70
						21 11
			Refer to invoice No. 14209 Invoice date 5-8-40			
10 ft	12" 6 ply klingtite belt	37-20%	10	3 45	34 50	17 39
			Refer to invoice No. 5-8-125 Invoice date 5/10/40			
2 only	700x16 tuftest tubes		2	1 74		3 48
1 only	648-34 purox welding outfit complete w/ #34 cutting attachment		1	81 00		81 00
						84 48
			Refer to Invoice No. 6-5-250 Invoice date 6-11040			
1 only	210H 8" Crestoloy wrench		1	95		95
1 only	12"		1	1 50		1 50
1 only	140-708 P&C screwdriver	25%	1	1 20	1 20	90
2 rolls	1410J 8 oz friction tape		1#	36		36
1 roll	1410F2 8 oz rubber		½#	40		20
1 bx	350A #35 alligator lacing		1	2 30	2 30	
1 bx	#55		1	5 20	5 20	
		54%			7 50	3 45
12 lbs	1/8" #7 lincoln electric rods		12	20		2 40
12 lbs	3/16"		12	17		2 04
½ doz	37R 16" mach hammer hdles		½	2 60		1 30
						13 10
			Refer to invoice No. 6-7-40 Invoice date 6-11-40			
2 only	158-15 P & C cold chisels	25%	2	90	1 80	1 35
	Post guar del					16
						1 51

MARSHALL-WELLS COMPANY
Portland, Oregon

4-22-40

Bennington Hauling Co.
1021 S. W. 5th Ave.
City

C O P Y

4-8-11362 10# 646 A 103/16 welding rod	10		40 25 cwt		4 03
BK 4-12-40 10# do #25M 3/16 Do	10		44 37 cwt		4 44
					8 47
			April 11 1940		
3-11-7800 1 bx 113 steel belt bk 3-14-40 lacing	1 45%	2 50		2 50	1 38
3-22-9402 1 bx 113 belt lacing BK 3-28-40	1 45%	2 50		2 50	1 38
			March 7 1940		
2-10-4596 1 only 3733-945 Hydraulic jack BK 2-13-40	1		20 50		20 50

Endorsed: File No. 2909
Filed September 13, 1940
EARL SNELL
Secretary of State

RECEIVED
SEP 19 1940
FOR FILING

21-1208

September 14, 1940

Continental Casualty Company
Parker H. Lyman, Agent
609 Wilcox Building
Portland, Oregon

Gentlemen:

I am handing you herewith, for your information, a copy of an affidavit of claim which has been filed with the State Highway Commission advising of the claims of Walter Christ, Ralph Christ, and Samuel Christ against the bond taken from the Washington Hauling Company in connection with state highway contract No. 2250, Hebo-Oceanlake Rock Production Project.

Very truly yours,

HBG:AM

Secretary

cc - Washington Hauling Co.
2705 Third Avenue North
Seattle, Washington

September 14, 1940

Hallock, Donald & Banta
Attorneys at Law
Baker, Oregon

Gentlemen:

This acknowledges receipt of carbon copies of your letters of September 12, 1940, to E. E. Rockey and Glen Rockey, doing business as Washington Hauling Company, advising of the claims of Walter Christ, Ralph Christ and Samuel Christ against the Washington Hauling Company in connection with state highway contract No. 2250; also copy of affidavit of claim attached thereto.

A certified copy of Contract No. 2250 and bond furnished in connection therewith was mailed to you a few days ago.

Very truly yours,

HBG:AM

Secretary

REFERRED TO
DeSart
BY SECRETARY

NOTED
D. G. DeSart

RECEIVED
14 1940
STATE HIGHWAY COMMISSION

Baker, Oregon, September 12, 1940.

Mr. E. E. Rockey and Mr. Glen Rockey, co-partners
doing business as Washington Hauling Co.,
2705 Third Avenue North,
Seattle, Washington.

Gentlemen:

You and each of you are hereby notified that the undersigned Ralph Ghrist, now of Sparta, Oregon, does hereby make and file formal claim with you for the sum of $286.60, representing $196.50 overtime and $90.10 underpayment on wages earned and owing, while the undersigned was employed as a crusher operator, feeder and oiler, at the Jim Creek Quarry, approximately five miles south of Neskowin, Oregon, said work being performed in connection with the contract held by you from the State Highway Commission, bearing date the 7th day of December, 1939, and being State Highway Contract No. 2250, for the furnishing of crushed rock in stock piles for the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highway, in Lincoln and Tillamook Counties, State of Oregon.

That said account is represented by a total of 262 hours of over-time earned during a period from March 4th, 1940, to June 16th, 1940, for which you were obligated under the law and the provisions of your contract to pay double time, but only actually paid straight or ordinary time and at a reduced rate, making the amount due for said overtime, 262 hours at 75 cents per hour, or $196.50, in addition to which the services performed by the undersigned claimant are classified under your contract as intermediate labor, for which you were obligated to pay not less than 75 cents per hour, but only paid 65 cents per hour, leaving a balance due of 10 cents per hour. That the total time worked by the undersigned claiming during such period from March 4, 1940, to June 16th, 1940, was 901 hours, leaving a balance due on underpayment of regular time $90.10, or a total sum due at this time of $286.60, for which claim is now filed and demand for payment made.

Demand is also made upon you at this time that you forthwith furnish to claimant the statutory termination report as required by law.

Respectfully submitted:

Ralph x Ghrist
CLAIMANT

Hallock, Donaldson & Banta
ATTORNEYS FOR CLAIMANT

CC Kelso, Washington.
State Highway Commission,
Salem, Oregon,
Parker H. Lyman,
Local Agent Continental Cas. Co.,
Wilcox Bldg.,
Portland, Oregon.

Baker, Oregon, September 12, 1940.

Mr. E. E. Rockey and Mr. Glen Rockey, co-partners
doing business as Washington Hauling Co.,
2700 Third North,
Seattle, Washington.

Gentlemen:

You and each of you are hereby notified that the undersigned Walter Christ, now of Sparta, Oregon, does hereby make and file formal claim with you for the sum of $100.60, representing $59.25 overtime, and $41.35 underpayment on wages earned and owing, while the undersigned was employed as a crusher-feeder at the Jim Creek Quarry, approximately five miles south of Neskowin, Oregon, said work being performed in connection with the contract held by you from the State Highway Commission, bearing date the 7th day of December, 1939, and being State Highway Contract No. 2250, for the furnishing of crushed rock in stock piles for the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highway in Lincoln and Tillamook Counties, State of Oregon.

That said account is represented by a total of 79 hours of over-time earned during a period from May 1st, 1940, to June 15th, 1940, for which you were obligated under the law and the provisions of your contract, to pay double time, but only actually paid straight or ordinary time, and at a reduced rate, making the amount due for said overtime, 79 hours at 75 cents per hour, or $59.25, in addition to which the services performed by the undersigned claimant are classified under your contract as inter-mediate labor for which you were obligated to pay not less than 75 cents per hour, but only paid 65 cents per hour, leaving a balance due of 10 cents per hour. That the total time worked by the undersigned claimant during such period from May 1st to June 15th, was 413½ hours, leaving a balance due on underpayment of regular time $41.35, or a total sum due at this time of $100.60, for which claim is now filed and demand for payment made.

Demand is also made upon you at this time that you forthwith furnish to the claimant the statutory termination report as required by law.

Respectfully submitted:

Walter Christ
CLAIMANT

Bullock, Donald + Bauler
ATTORNEYS FOR CLAIMANT

cc Kelso, Washington,
State Highway Commission,
Salem, Oregon,
Parker H. Lyman,
Local Agent, Continental Cas. Co.,
Wilcox Bldg.,
Portland, Oregon.

Baker, Oregon, September 12, 1940.

Mr. E. E. Rockey and Mr. Glen Rockey,
co-partners doing business as Washington Hauling Co.,
2705 Third Avenue, North,
Seattle, Washington.

Gentlemen:

You and each of you are hereby notified that the undersigned Samuel Ghrist, now of Sparta, Oregon, does hereby make and file formal claim with you for the sum of $135.00 representing overtime earned and owing while the undersigned was employed as a crusher-operator at the Jim Creek Quarry, approximately five miles south of Neskowin, Oregon, said work being performed in connection with the contract held by you from the State Highway Commission, bearing date the 7th day of December, 1939, and being State Highway Contract No. 2250, for the furnishing of crushed rock in stock piles for the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highway in Lincoln and Tillamook Counties, State of Oregon.

That said account is represented by a total of 180 hours overtime earned during the period from April 18, 1940, to June 18th, 1940, for which you were obligated under the law and the provisions of your contract to pay double time, but only actually paid straight or ordinary time, making the amount due for said overtime 180 hours at 75 cents per hour or $135, for which claim is now filed and demand for payment made.

Demand is also made upon you at this time that you forthwith furnish to the claimant the statutory termination report as required by law.

Respectfully submitted:

Samuel Ghrist
CLAIMANT

Hallock, Donald & Banta
ATTORNEYS FOR CLAIMANT

CC Kelso, Washington,
State Highway Commission,
Salem, Oregon,
Parker H. Lyman,
Local Agent Continental Cas. Co.,
Wilcox Bldg.,
Portland, Oregon.

STATE OF OREGON,)
ss
COUNTY OF BAKER)

AFFIDAVIT TO SECURE CERTIFIED COPY OF CONTRACT BOND

We, Walter Ghrist and Ralph Ghrist, being severally duly sworn, depose and say:

That we are residents of Sparta, Oregon, and make this affidavit for and on behalf of ourselves and also on behalf of Samuel Ghrist of Sparta, Oregon, for the purpose of securing a certified copy of the contract and bond, pursuant to which E. E. Rockey and Glen Rockey, co-partners doing business as Washington Hauling Company, furnished crushed rock in stock piles for the Hebo-Ocean Lake Section of the Oregon Coast-Salmon River Highway in Lincoln and Tillamook Counties, during the year 1940.

That the affiants as well as the said Samuel Ghrist were employed by the said Washington Hauling Company and performed labor upon the rock-crusher at the Jim Creek Quarry, five miles south of Neskowin, Oregon, for the prosecution of said work; said services so performed being as crusher-feeder for Walter Ghrist, as crusher-feeder, oiler and operator for Ralph Ghrist and as crusher-operator for Samuel Ghrist.

That the balance owing to said several claimants is as follows:

Walter Ghrist ------ $100.60 representing $59.25 due for overtime and $41,35, balance due on straight time.
Ralph Ghrist - - - - $286.60 representing $196.60 due for overtime and $90.10 balance due on straight time.
Samuel Ghrist - - - -$135.00, representing amount due for overtime.

That payment of each and all of said balance has not been made and that the said sums above set forth are respectively due and owing to the said claimants.

The undersigned therefore respectfully requests the State Highway Commission of the State of Oregon to furnish them with a cer-

[illegible] copy of said bond and contract on their own behalf and in behalf of the said [illegible] [illegible], in order that they may take such steps as are authorized by law for the collection of said balances as owing to them.

[illegible]

[illegible]

Subscribed and sworn to before me this [illegible] day of September, [illegible].

[illegible]
Notary Public for [illegible]

My commission expires
[illegible] [illegible], [illegible].

tified copy of said bond and contract on their own behalf and on behalf of the said Samuel Ghrist, in order that they may take such steps as are authorized by law for the collection of said balances so owing to them.

Walter Ghrist

Ralph Ghrist

SUBSCRIBED and SWORN to before me this 12th day of September, 1940.

Notary Public for Oregon

My Commission Expires:
April 5, 1942.

RECEIVED
SEP 14 1940
FOR FILING

21-1208

September 13, 1940

Dey, Hampson & Nelson
Attorneys at Law
800 Pacific Building
Portland, Oregon

Gentlemen:

This will acknowledge receipt of your letter of September 12 and advise that we have no contract No. 3913.

However, the Washington Hauling Company furnished 1,671 cubic yards of crushed rock to the Highway Commission on a commercial purchase order, No. 4913. This rock was produced and delivered while the company had its plant set up for production of rock on its contract with the State Highway Commission, No. 2250. All of the rock was delivered prior to and paid for on June 12, 1940. The total amount of this purchase was $2,172.95. There was no surety for this work as performance bonds are not required on commercial purchases of crushed rock.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

RECEIVED
13 1940
STATE HIGHWAY COMMISSION

DEY, HAMPSON & NELSON
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND, OREGON

ALFRED A. HAMPSON
PAUL F. FARRENS
CLARENCE J. YOUNG
ANDREW KOERNER
HERBERT L. SWETT
FRANK C. MC COLLOCH
RICHARD R. MORRIS
JAMES C. DEZENDORF

ROSCOE C. NELSON, JR.
RICHARD B. MAXWELL
DAVID C. SILVEN

September 12, 1940.

Oregon State Highway Commission,
Salem,
Oregon.

Gentlemen:

Thank you for your letter of September 11th giving us completion data on the Washington Hauling Company contract No. 2250 for furnishing crushed rock on the Hebo-Ocean Lake Section of the Oregon Coast and Salem River Highways.

We have now been informed that Washington Hauling Company performed some work on another contract known as No. 3913. Will you please advise us whether that contract was under your jurisdiction, and if so, the nature of the work, date of completion and name of the surety company.

# 4913
1671 yds crushed rock
paid V 8374 6/12 40
want 150.56
# 2172.95

Very truly yours,

Dey Hampson Nelson

15-5

REFERRED TO
BY SECRETARY

RECEIVED
SEP 11 1940
FOR FILING

21-1208

September 11, 1940

DEY, HAMPSON & NELSON
Attorneys at Law
800 Pacific Building
Portland, Oregon

Gentlemen:

This will acknowledge receipt of your letter of September 10 and advise that the Washington Hauling Company Contract No. 2250 for furnishing crushed rock on the Nebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, was completed June 15, 1940, but has not yet been accepted by the State Highway Commission.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

DGD:MBL

RECEIVED
SEP 11 1940
OREGON
STATE HIGHWAY COMMISSION

DEY, HAMPSON & NELSON
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND, OREGON

ALFRED A. HAMPSON
PAUL F. FARRENS
CLARENCE J. YOUNG
ANDREW KOERNER
HERBERT L. SWETT
FRANK C. MC COLLOCH
RICHARD R. MORRIS
JAMES C. DEZENDORF

ROSCOE C. NELSON, JR.
RICHARD B MAXWELL
DAVID C. SILVEN

September 10, 1940.

State Highway Commission,
Salem,
Oregon.

Re: Oregon State Highway Contract
No. 2250.

Gentlemen:

Please advise us as to the date of completion of the contract known as Oregon Highway Contract No. 2250, Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways in Lincoln and Tillamook Counties.

Very truly yours,

Herbert Swett

15-5

Completed 6-15-40
[illegible] accepted

RECEIVED
SEP 12 1940
FOR FILING

21-1208

September 11, 1940

REFERRED TO DeSart
BY SECRETARY

Hirsch-Weis Manufacturing Co.
Front and Burnside Streets
Portland, Oregon

Attention: H. A. Somers, Credit Manager

Gentlemen:

Acknowledgment is made of the receipt of your letter of September 10 advising us of your claim against the Washington Hauling Company, same being in the amount of $142.36.

The State Highway Commission on December 7, 1939, awarded to the Washington Hauling Company Contract No. 2250 for furnishing crushed rock in stock piles on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

In connection with this job the contractor was required to furnish the state with a surety bond for the protection of claims. This bond was written by the Continental Casualty Company for whom Parker H. Lyman is agent with offices in the Wilcox Building, Portland. I would suggest that you file notice of your claim with the agent of the bonding company and also with the Secretary of State in accordance with the provisions of Chapter 517, Oregon Laws 1939, a mimeographed copy of which is inclosed.

Our records disclose that this job was completed on June 15, 1940, but has not as yet been accepted by the State Highway Commission. Accordingly, final payment in connection therewith has not as yet been made to the contractor.

The only address that we have for the Washington Hauling Company is that given in your letter—2705 Third Avenue North, Seattle. A communication directed to them a few days ago from this office has been returned with a note on the envelope to the effect that they have moved. We have no knowledge of their present whereabouts although this may be obtained from the agent of the bonding company.

Very truly yours,

Secretary

NOTED
D. G. DeSart

HBG:AH

MEMBERS
NATIONAL ASSOCIATION OF CREDIT MEN

VIGILANTIA 1896

EST'D. 1884
Hirsch-Weis Manufacturing Co.
FRONT AND BURNSIDE STS.
Portland, Oregon

WHEN REPLYING PLEASE REFER TO THE
CREDIT DEPARTMENT

RECEIVED
SEP 11 1940
OREGON
HIGHWAY COMMISSION

September 10, 1940

State Highway Department
Salem
Oregon

RE: CONTRACT 2250, WASHINGTON HAULING CO.

Gentlemen:

While this contractor was operating over near Neskowin, he purchased some merchandise from us amounting to $142.36 which has never been paid.

Our letters have been returned unclaimed, although one of them was sent to their Seattle address - 2705 Third Ave. N.

Will you please advise whether they have been paid for the work done on this contract and, if possible, tell us where we can get in touch with them?

Yours very truly,

HIRSCH-WEIS MANUFACTURING CO.

BY H.A. SOMERS
Credit Manager

HAS:MS

ANSWERED
H B GLAISYER

---

this work was written by the Continental Casualty Company for whom Parker H. Lyman is local agent with offices in the Wilcox Building, Portland.

A certified copy of the contract agreement and bond is being forwarded to you today under separate cover as per your request. We will expect you however to furnish us within the next few days a certificate of claim in accordance with the legal requirements.

The records disclose that this job was completed by the contractor on June 15, 1940. However, it has not as yet been formally accepted by the State Highway Commission.

Very truly yours,

Secretary

HBG:AM

NOTED
D. G. DeSart

RECEIVED
SEP 10 1940
FOR FILING

21-1208

September 6, 1940

Hallock, Donald & Banta
Suite 201 Sommer Bldg.
Baker, Oregon

Attention: James T. Donald

Gentlemen:

Acknowledgement is made of the receipt of your letter of September 5 advising that your services have been retained by three men who were employed this summer by E. E. Rockey, doing business as Washington Compiling Company, at the Jim Creek Quarry five miles south of Vernonia, and requesting the correct name of this contractor and a copy of his bond.

The contract to which you refer, I believe, is state highway contract No. 2250 for the furnishing of crushed rock in stock piles for the Hebo-Oceanlake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties. This contract was awarded to the Washington Hauling Company whose address is 2705 Third Avenue North, Seattle, Washington.

The bond furnished by the contractor in connection with this work was written by the Continental Casualty Company for whom Parker H. Lyman is local agent with offices in the Wilcox Building, Portland.

A certified copy of the contract agreement and bond is being forwarded to you today under separate cover as per your request. We will expect you however to furnish us within the next few days a certificate of claim in accordance with the legal requirements.

The records disclose that this job was completed by the contractor on June 15, 1940. However, it has not as yet been formally accepted by the State Highway Commission.

Very truly yours,

HBG:AH

Secretary

NOTED
D. G. DeSart

LAW OFFICES
HALLOCK, DONALD & BANTA
SUITE 201 SOMMER BLDG.
BAKER, OREGON

BLAINE HALLOCK
JAMES T. DONALD
HAROLD BANTA

JAMES H. NICHOLS
1905-1929

RECEIVED
[illegible] - 1940

September 5, 1940.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Three working men who were employed this summer by E. E. Rockey doing business as Washington Compiling Company at the Jim Creek quarry five miles south of Vernonia have consulted us with reference to a claim which they have against the contractor.

We would greatly appreciate it if you would send to us the correct name of the contractor, the job upon which he was employed and a copy of his bond. Also, we would appreciate it if you would give us the date of the acceptance and completion of the work.

Thanking you, we are,

Yours very truly,

HALLOCK, DONALD & BANTA

BY James T. Donald

JTD:BB

ANSWERED
H. B. GLAISYER

1

R. H. Baldock

21-1208

August 28th, 1940

COST ANALYSIS-FINAL REPORT
Hebo-Oceanlake Rock Production
Oregon Coast & Salmon River Highways

Prefix 21-1208

Contract #2250
Washington Hauling Co., Contractors

S. F. Walters, Resident Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
3/4-1/2 Cr. Rock in S.P.	$2,527.69	1,710.3 cu. yd.	$1.48	$1.18	$2,018.15
1/2-1/4 " " " "	3,589.44	2,428.7 " "	1.48	1.18	2,865.87
1/4-10 " " " "	2,634.85	1,782.8 " "	1.48	1.18	2,103.70
Haul Crushed Rock	3,348.22	54,363 yd. mi.	0.061	0.075	4,077.22
#10-0 Rejects in S.P.	22.12	88.5 cu. yd.	0.25	0.25	22.12
Quarry Run Rejects	50.00	200 " "	0.25	0.25	50.00
Haul Rejects	24.64	400 yd. mi.	0.061	0.075	30.00
Purchase Order No. 1: Cr. Rock in S.P.	2,568.18	1,671.5 cu. yd.	1.54	1.30	2,172.95
	$14,765.14				$13,340.01

Total Cost	$14,765.14
Gross Revenue	13,340.01
Net Loss	$1,425.13

Net Loss Equals 10.7% of Gross Revenue

NC
State Hi

Hebo-Oceanlake

Detail of Cost

Labor:		
Labor	$4,503.12	
State Industrial Accident Insurance	314.12	
Unemployment & Social Security	180.11	
		$4,997.35
Equipment Rental, Small Tools & Misc. Supplies:		
Hired Equipment	$3,160.00	
Equipment Rental	2,275.85	
Gas, Oil and Grease	2,596.52	
Small Tools & Misc. Supplies	825.00	
Explosives	573.75	
Main Office	225.00	
Bond	111.67	
		9,767.79
Total Cost		$14,765.14

Hebo-Oceanlake

REMARKS:

This contract was bid and awarded December 7th, 1939; work was started March 19th, 1940, and the contract was completed June 15th.

The plant set-up was made at the Jim Creek quarry 1/2 mile east of the Oregon Coast Highway at M.P. 113.68. Crushing equipment consisted of a 15 x 36 jaw crusher, 28" gyratory recrusher, 80 h.p. diesel motor, 40 h.p. diesel, 4 x 10 screen and 2 small pumps, all rented. A 3/4 cu. yd. shovel and one small truck were used for loading and hauling rock to the plant, and three small dump trucks hauled the crushed rock to stockpile. This equipment was owned by the contractor.

The Jim Creek quarry was fair rock, breaking up to about 15" in size under shots averaging about 0.6 lb. of explosive per cu. yd. This contractor, however, in an attempt to save on shooting costs, picked up all loose rock lying in the quarry, scaled down as much as possible by hand and then placed only small shots whenever rock was needed.

Although the crushing equipment was good, the cost of crushing was high due to an excessive cost of setting up, lack of experience in crushing and a poor arrangement of a bucket elevator feeding from the crusher to the oil screen. This elevator was old and apparently was set on too steep an angle as it was continually breaking down or slipping off the drive sprocket. Delays for repairs of this, although minor at any one time, were costly as they occurred frequently.

The loss shown is due to inexperience, use of hired crushing equipment and lack of operating funds. Breakdowns were repaired as cheaply as possible, and as a consequence there were no long periods of continuous operation. The bid of $1.18 per cu. yd. while too low would not have meant a loss to a more efficient operator, as the cu. yd. production cost on a similar contract where this quarry was used was $1.17.

E. H. Clymer
Cost Analyst

By . . J. D. Nelson

RECEIVED
AUG 30 1940
FOR FILING

21-1208

August 30, 1940

Mr. F. J. Bachman
SUPERIOR TYPEWRITER SERVICE
310 S. W. Stark Street
Portland, Oregon

Dear Sir:

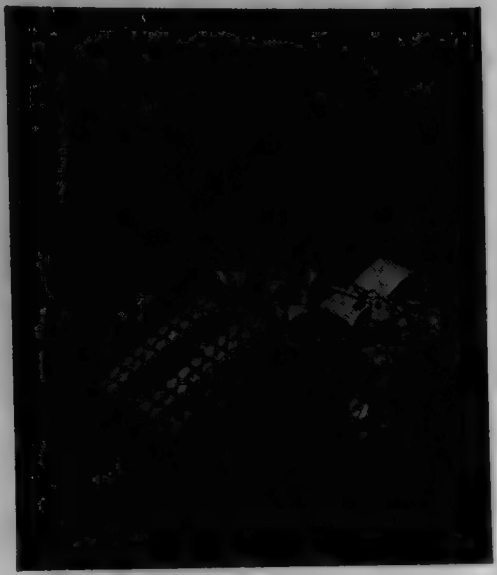
I am sorry that the matter was overlooked of enclosing in my last letter to you a mimeographed copy of Chapter 517, Oregon Laws 1939. Please find the same herewith.

Very truly yours,

Secretary

MBL

RECEIVED
[illegible] 30 1940
STATE HIGHWAY COMMISSION



Superior Typewriter Service
Telephone ATwater 7150
310 S. W. Stark Street, Near Third Avenue
Portland, Ore.

8/29/1940/

Oregon State Highway Commission
Salem, Oregon

Gentlemen:-
Acknowledgement is made of the receipt of your letter of August 29, for which we thank you kindly.

You forgot to enclose mimeographed copy of the Chapter 517, Oregon Laws 1939, as suggested in your letter, for our information and guidance to file formal notice of our claim with the State Highway Commission against Glen Rockny and E.E.Rockny.
We will gre'tly appreciate if you will mail us the copy.

Respectfully yours
The Superior Typewriter Service

S. J. Bachman

[illegible]

M06 6,50 5cm 4-35

RECEIVED
AUG 29 1940
FOR FILING

21-1208

August 27, 1940

Mr. I. J. Bachman
SUPERIOR TYPEWRITER SERVICE
310 S. W. Stark Street
Portland, Oregon

Dear Sir:

Acknowledgement is made of the receipt of your letter of August 18 advising us of your claim against B. E. Rockney and Glen Rockney for two typewriters.

Messrs. B. E. and Glen Rockney we believe are partners going under the name of the Washington Hauling Company, which firm has a contract with the State Highway Commission for the furnishing of crushed rock in stock piles on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways in Lincoln and Tillamook Counties, being State Highway Contract No. 2250.

In connection with this job the contractor was required to furnish the state a surety bond for the protection of claims. Whether or not your claim is protected under this bond is a question. However, I would suggest nevertheless that you file a formal notice of your claim with the Secretary of State in accordance with the provisions of Chapter 517, Oregon Laws 1939, mimeographed copy of which is enclosed for your information and guidance. I would also suggest that you make a demand on the bonding company for the payment of your claim. The bond was written by the Continental Casualty Company, for whom Parker H. Lyman is local agent with offices in the Wilcox Building, Portland.

In accordance with our usual practice, I am today notifying the bonding company and the contractor that your claim has been filed in this office.

Very truly yours,

Secretary

REFERRED TO
DeSart
BY SECRETARY

NOTED
D. G. DeSart

HBG:MBL

August 27, 1940

CONTINENTAL CASUALTY COMPANY
Parker H. Lyman, Local Agent
Wilcox Building
Portland, Oregon

Gentlemen:

We are in receipt of a letter from Mr. I.J.Bachman, of SUPERIOR TYPEWRITER SERVICE, 310 S.W. Stark Street, Portland, advising us of their claim against E. E. Rockney and Glen Rockney, doing business as the Washington Hauling Company, for a balance of $57.50 due on two machines, a typewriter and an adding machine, presumably purchased in connection with their work on State Highway Contract No. 2250, Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways in Lincoln and Tillamook Counties.

Inasmuch as you are surety for the Washington Hauling Company on this job, we are notifying you of this claim that you may give it the attention due.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

cc - Washington Hauling Company
7205 3rd North
Seattle, Wn.

Superior Typewriter Service

Telephone ATwater 7150
310 S. W. Stark Street, Near Third Avenue
Portland, Ore.

8/18/1940/

State Highway Auditor
Carl Smith
Salem, Oregon

Dear Sir:-

About 7weeks ago, E.E. Rockny and Glen Rockny, which did some work, or are doing some work for the state department, got 2 machines from me under false pretenses. Remington portable adding machine# M76241 and Remington portable typewriter#V349282#

They gave me reference to Frank Frink of Neskowin, Oregon Mr. Frink wrote back, that the Rockneys had no authorization to use his name. I wrote to the Rockneys several letters to Seattle, where they are supposed to be, theydo not answer my letters, the letters do not come back. They have a Dodge truck #18-145. It looks like they are dead beats.

Please help me to get my machines. If they are doing work for the state department, they maby scared into returning the machines. Please let me know what can be done. I will thank you a thousand times, I can ill afford to loose those machines. The Rockneys lied to me, they said that they are going to locate in Portland in a few days, that they are going to buy a home in Portland, they showed me a check for $1500.00 as evidence that they are going to buy a home here. They owe me a balance of $57.50 on those 2 machines, but it looks that I'll be lucky if I get my machines back.

Sincerely yours

I. J. Bochman

NOTED
D. G. DeSart

ANSWERED
H. B. GLAISYER

RECEIVED

[illegible] 4-35

RECEIVED
AUG 30 1940
FOR FILING

21-1208

August 27, 1940

Mr. P. B. Doherty
3615 N. E. 45th Avenue
Portland, Oregon

Dear Sir:

This acknowledges receipt of your letter of August 26, advising us of your claim against Washington Hauling Company for services rendered in connection with Contract No 2250 with the State Highway Commission for furnishing crushed rock in stock piles on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways in Lincoln and Tillamook Counties.

The Washington Hauling Company furnished the state in connection with this project a surety bond for the protection of claims. This bond was written by the Continental Casualty Company for whom Parker H. Lyman is local agent, with offices in the Wilcox Building, Portland. I would suggest that you file your claim with the agent of the bonding company and also file notice of this claim with the Secretary of State in accordance with the provisions of Chapter 517, Oregon Laws 1939, a mimeographed copy of which is enclosed for your information and guidance. By filing this claim with the Secretary of State you can hold the bond responsible and liable for the claim subsequent to the expiration of a date six months from the completion of the project and acceptance of the same by the State Highway Commission.

In accordance with our usual practice we are today notifying the bonding company and the contractor of your claim.

Very truly yours,

STATE HIGHWAY COMMISSION
By

NOTED
D. G. DeSart

Secretary

REFERRED TO
DeSart
BY SECRETARY

NBC:MBL

August 27, 1940

CONTINENTAL CASUALTY COMPANY
Parker H. Lyman, Local Agent
Wilcox Building
Portland, Oregon

Gentlemen:

We have received notice from P. B. Doherty, 3615 N. E. 45th Avenue, Portland, that he has a claim in the amount of $81.53 against Washington Hauling Company, being an unpaid balance for labor; and a claim for $208.33 for installing a rock crushing plant; both claims in connection with Contract No. 2250 for furnishing crushed rock in stock piles on the Nebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

Inasmuch as you are surety for the Washington Hauling Company on this job, we are advising you of this claim that you may give it due attention.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

HBG:MEL

cc - Washington Hauling Company
7205 3rd North
Seattle, Washington

Portland Ore
Augt 26 1940

RECEIVED
AUG 27 1940
OREGON
STATE HIGHWAY COMMISSION

To Oregon State
Highway Dept
and Secrety of State
Salem Ore.

Dear Sirs:-

Notice hereby is given that the undersigned P. B. Doherty has a claim for labor on an unpaid balance of $\$81^{53}$ and a termination report for $\$208^{33}$ for installing a rock crushing plant for the Washing Hauling Co and their surety the Continental Casualty Co on their Oregon State Highway Contract # 2250 Hebo Ocean Lake section of Oregon Coast and Salmon River Highways

Very truly yours
P. B. Doherty
2615 N.E. 45 Ave
Portland Ore

ANSWERED
H. B. GLAISYER

NOTED
D. G. DeSart

RECEIVED
AUG 21 1940
FOR FILING

21-1208

August 20, 1940

Hon. Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of August 19 enclosing three copies of a notice of claim by the Linde Air Products Company, in the amount of $23.01, against Washington Hauling Company for materials furnished in connection with State Highway contract No. 2250 for furnishing crushed rock on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

We have made note of this claim in our records of this job and will today forward copies of the notice thereof to the contracting firm and its surety, Continental Casualty Company.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

August 20, 1940.

CONTINENTAL CASUALTY COMPANY
Parker H. Lyman, Local Agent
609 Wilcox Building
Portland, Oregon

Gentlemen:

We have this day received from the office of the Secretary of State three copies of a notice of claim by the Linde Air Products Company, in the amount of $23.01, against Washington Hauling Company for materials furnished in connection with State Highway Contract No. 2250 for the furnishing of crushed rock in stock piles on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways in Lincoln and Tillamook Counties.

Inasmuch as you are surety for the contracting firm on this job, we hand you herewith, for your information, one of these copies of notice of claim.

Very truly yours,

State Highway Commission
By

Secretary

MBL

cc - Washington Hauling Company
2705 3rd North
Seattle, Wn.

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

August 19, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There are enclosed for your information and files, three copies of a notice of claim by The Linde Air Products Company for $23.01 against the bond taken from Washington Hauling Company principal, and Continental Casualty Company, surety, for work on the Hebo-Ocean Lake Section of the Oregon Coast Highway, contract No. 2250, which was received and filed in this office today.

Please acknowledge receipt of the copies.

Very truly yours,

Earl Snell
Secretary of State

s FM
encs. 3

NOTED
D. G. DeSart

COPY

TO: SECRETARY OF STATE OF THE STATE OF OREGON

SALEM, OREGON

NOTICE is hereby given that the undersigned, THE LINDE AIR PRODUCTS COMPANY, has a claim for materials furnished the Washington Hauling Company, Neskowin, Oregon, namely, oxygen and acetylene, in the sum of TWENTY-THREE DOLLARS AND ONE CENT ($23.01) against the bond taken from the Washington Hauling Company and Continental Casualty Company for the work of furnishing crushed rock in stock piles on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties, designated as State Highway Contract No. 2250.

THE LINDE AIR PRODUCTS COMPANY

By N. J. TURNELL

DATED August 16, 1940

Endorsed: File No. 2923
Filed August 19, 1940
EARL SNELL
Secretary of State

RECEIVED
AUG 21 1940
FOR FILING

21-1208

August 20, 1940

Hon. Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of August 17 enclosing three copies of an amended notice of claim by Newport Machine Shop, in the amount of $25.55, against Washington Hauling Company for labor and materials furnished in connection with State Highway Contract No. 2250 for furnishing crushed rock in stock piles on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

We have made note of this amended notice and will see that copies of the same are today forwarded to the contractors and their surety, Continental Casualty Company.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

DOD:MRL

August 20, 1940

CONTINENTAL CASUALTY COMPANY
c/o Parker H. Lyman, Local Agent
609 Wilcox Building
Portland, Oregon

Gentlemen:

We have today received from the Secretary of State three copies of an amended notice of claim by Newport Construction Company in the amount of $25.55 against Washington Hauling Company for labor and materials furnished in connection with State Highway Contract No. 2250 for furnishing crushed rock in stock piles on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

Inasmuch as you are surety for the contracting firm on this job, we hand you herewith, for your information, a copy of the amended notice of claim.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

cc - Washington Hauling Company
2705 3rd North
Seattle, Wn.

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

August 17, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H.B.Glaisyer

There are enclosed for your information and files, three copies of an amended notice of claim by Newport Machine Shop for $25.55 against the bond taken from Washington Hauling Company, principal, and Continental Casualty Company, surety, for machinery, which was received from Dow V. Walker, Attorney, Newport, and filed in this office today.

Please acknowledge receipt of the copies.

Very truly yours,

Earl Snell
Secretary of State

G:Fw
encs. 3

NOTED
D. G. DeSart

COPY

A MENDED CLAIM
Newport, Oregon
August 15, 1940
Claim against
Washington Hauling Company
Neskowin, Oregon
Continental Casualty Company, surety,
Portland, Oregon

Hon. Earl Snell
Secretary of State
Salem, Oregon

Notice is hereby given that the Newport Machine Shop of Newport, Oregon has a claim for the furnishing of two conveyor pulleys ordered by E.E.Rockey, valued at the sum of $22.30 and for one and one half hours work on shaft $3.25, making a total claim of $25.55 on May 2, 1940 and May 8, 1940 respectively, against the bond taken from the Washington Hauling Company of Neskowin, Oregon and the Continental Casualty Company, Parker H. Lyman, agent, of Portland, Oregon as surety upon such bond for the work of the Newport Machine Shop in furnishing two conveyor pulleys and machine shop work on the shaft to receive said pulleys.

This company was operating under a contract with the State of Oregon and the material and labor furnished was repair to equipment used in the performance of this work under said contract and in connection with which the said bond was taken.

NEWPORT MACHINE SHOP

By: W. F. Thomas
Proprietor

STATEOF OREGON
ss.
County of Lincoln

I, W.F. Thomas, proprietor of the Newport Machine Shop, Newport, Oregon, being first duly sworn, depose and say: That the above statement made, together with the invoices attached, is a true and correct statement of the amount due and owing and that no payments have been made thereon and that there are no just credits or off sets against the said account.

W. F. THOMAS

Subscribed and sworn to before me this 15th day of August, 1940, at Newport, Oregon

DON V. WALKER
Notary Public for Oregon
My commission expires Feb. 22, 1944.

(SEAL)

Endorsed: File No. 2921
Filed August 17, 1940
EARL SNELL
Secretary of State

RECEIVED
AUG 21 1940
FOR FILING

21-1208

August 19, 1940

CONTINENTAL CASUALTY COMPANY
c/o Parker H. Lyman
609 Wilcox Building
Portland, Oregon

Gentlemen:

We have today received notice from P. B. Doherty, 3615 N. E. 45th Avenue, Portland, that he has a claim against Washington Hauling Company in the amount of $81.53 for labor performed on their contract No. 2250 for furnishing crushed rock on the Hebo-Ocean Lake Section pf the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook counties.

Inasmuch as you are surety for the contracting firm on this job, we are bringing this notice of claim to your attention.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

DGD:MHL

cc - Washington Hauling Company
2705 3rd North
Seqttle, Wn.

RECEIVED
AUG 20 1940
FOR FILING

21-512-08

August 19, 1950

Mr. P. B. Doherty
3615 N. E. 45th Avenue
Portland, Oregon

Dear Sir:

This will acknowledge receipt of your letter of August 17 regarding your claim in the amount of $81.53 against Washington Hauling Company for labor performed in connection with State Highway contract No. 2250 - Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways. We are bringing this claim to the attention of the surety, Continental Casualty Company, for whom Parker H. Lyman, 609 Wilcox Building, is agent, and also to the attention of the contractor.

We would advise that you protect yourself by filing this claim with the Secretary of State, naming the contractor and the surety company, in accordance with the provisions of Chapter 517, Oregon Laws 1939, mimeographed copy of which is enclosed for your guidance.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

NOTED
D. G. DeSart

DGD:MBL

Portland Ore
Augt 17 1940

RECEIVED
1940

Oregon State
Highway Dept.
Salem Ore.

Dear Sir:

Ive a claim against the Washington Hauling Co of Seattle for an unpaid balance of $\$81^{\underline{53}}$ for labor on the Neskowin Job please advise how I may go about collecting this Bill

Yours Very
P.B. Doherty
3615 N.E. 45 Ave
Portland Ore.

RECEIVED
AUG 14 1940
FOR FILING

21-1208

August 13, 1940

Hon. Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of August 12 enclosing three copies of a notice of claim by Newport Machine Shop in the sum of $25.55 against Washington Hauling Company for work and materials furnished in connection with the furnishing of crushed rock on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways in Lincoln and Tillamook Counties, State Highway Contract No. 2250.

We have made note of this claim in our records of this job and will see that copies of the notice sent us are forwarded to the contractor and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

NOTED
D. G. DeSart

August 13, 1940

CONTINENTAL CASUALTY COMPANY
Parker H. Lyman, Local Agent
609 Wilcox Building
Portland, Oregon

Gentlemen:

We hand you herewith a copy of a notice of claim received from the office of the Secretary of State, being by the Newport Machine Shop against Washington Hauling Company in the amount of $25.55 for work and materials furnished in connection with State Highway Contract No. 2250 - Neskowin-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties, rock production project.

This copy is being sent you as surety for the contractors on this job, for your information and the necessary attention.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MEL

cc - Washington Hauling Company
2705 3rd North
Seattle, Washington

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

August 12, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There are enclosed for your information and files, three copies of a notice of claim by Newport Machine Shop for $25.55 against the bond taken from Washington Hauling Company which was received from Dow V. Walker, Attorney, Newport, and filed in this office today.

There is also enclosed a copy of Mr. Walker's letter of transmittal relative to the name of the surety company.

Please acknowledge receipt of the copies.

Very truly yours,

Earl Snell
Secretary of State

S:FM
encs.

NOTED
D. G. DeSart

Newport, Oregon

August 10, 1940
Claim against
Washington Hauling Company
Neskowin, Oregon

Hon. Earl Snell
Secretary of State
State of Oregon
Salem, Oregon

Notice is hereby given that the Newport Machine Shop of Newport, Oregon has a claim for the furnishing of two conveyor pulleys ordered by E. E. Rockey, valued at the sum of $22.30, and for one and one half hours work on shaft $3.25, making a total claim of $25.55 on May 2, 1940 and May 8, 1940 respectively, against the bond taken from the Washington Hauling Company of Neskowin, Oregon and the surety or sureties, upon such bond for the work of the Newport Machine Shop in furnishing two conveyor pulleys and machine shop work on the shaft to receive said pulleys.

This company was operating under a contract with the State of Oregon and the material and labor furnished was repair to equipment used in the performance of this work under said contract and in connection with which the said bond was taken.

NEWPORT MACHINE SHOP

By: W. F. THOMAS
Proprietor

STATE OF OREGON
ss
County of Lincoln

I, W. F. Thomas, proprietor of the Newport Machine Shop, Newport, Oregon, being first duly sworn, depose and say: That the above statement made, together with the invoices attached, is a true and correct statement of the amount due and owing and that no payments have been made thereon and that there are no just credits or off sets against the said account.

W. F. THOMAS

Subscribed and sworn to before me this 10th day of August, 1940, at Newport, Oregon.

(SEAL)

DOW V. WALKER
NOTARY PUBLIC FOR OREGON
My Commission expires Feb. 22, 1944.

STATEMENT

Newport, Oregon Aug 10, 1940

Washington Hauling Co.
Neskowin, Ore.

In account with
NEWPORT MACHINE SHOP
W. F. Thomas, Prop.

May 2	Two conveyer pulleys by E. E. Rockey	22.30	
May 8	1½ hrs. lbr. on shaft	3.25	
			$25.55

Endorsed: File No. 2921
Filed August 12, 1940
EARL SNELL
Secretary of State

RECEIVED
AUG 14 1940
FOR FILING

21-1208

August 13, 1940

Mr. Dow V. Walker
Attorney at Law
439 Bay Boulevard
Newport, Oregon

Dear Sir:

We have received through the office of the Secretary of State copies of your letters of August 10 and 12 to that office, the former inquiring the name of the surety company in connection with State Highway Contract No. 2250 with Washington Hauling Company, and the latter advising of the filing of claim against said company and its surety by Newport Machine Shop.

In accordance with our usual practice, we have forwarded copies of this notice of claim to the contractors and their surety, the Continental Casualty Company, for whom Parker H. Lyman is local agent, with offices at 609 Wilcox Building, Portland.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MSL

NOTED
D. G. DeSart

Offie Phone 199 Opposite U.S. Coast Guard Ress Phone 23J2

COPY

DOW V. WALKER
Attorney at Law
439 Bay Boulevard
Newport, Oregon

August 10th, 1940

Earl Snell
Secretary of State
Salem, Oregon

Dear Sir:

I am enclosing to you herewith claim against the Washington Hauling Company of Neskowin, Oregon who had a state contract and the claimant has filed a claim in compliance with Sec. 67-1101 Oregon Code 1935 Sup. and the amendments thereto.

We do not have the name of the bonding company, therefore, if you will kindly furnish us with the name of the agent for the bonding company who furnished the surety bond in order that I can forward to them a certified claim, I will appreciate it very much.

Yours very truly,

DOW V. WALKER
Dow V. Walker

DVW:G
encl 1

NOTED
D. G. DeSart

RECEIVED
AUG 10 1940
FOR FILING

21-1208

August 8, 1940

Marshall-Wells Company,
Portland, Oregon

Attention: Don A. Cline,
Credit Dept.

Gentlemen:

There has been referred to this office by the Honorable Earl Snell, Secretary of State, your letter of August 6 in regard to your claim against the Washington Hauling Company arising out of State Highway Contract No. 2250 which was awarded to the Washington Hauling Company covering the furnishing of crushed rock on the Hebo-Ocean-Lake Section of the Oregon Coast and Salmon River Highways. We note that your claim has not as yet been paid.

In order to protect your claim against the bond I would suggest that you make a formal filing of the same with the Secretary of State in accordance with the provisions of Chapter 517, Oregon Laws, 1939, a mimeographed copy of which is enclosed. The State Highway Commission has not as yet made final payment to the Washington Hauling Company for this work, in fact, we have been requested by the surety on the bond furnished in connection with this job to withhold further payments until released by this company. There are quite a number of claims outstanding against this job and I believe the bonding company wants to make certain that the balance due the contractor is properly disbursed. The bond in this instance was written by the Continental Casualty Company for whom Parker H. Lyman is the local agent with offices in the Wilcox Building, Portland.

Yours very truly,

Secretary

HBG:MC
encl.

Marshall-Wells Company

DULUTH PORTLAND SPOKANE SEATTLE BILLINGS MINNEAPOLIS
WINNIPEG VANCOUVER EDMONTON CALGARY REGINA
SASKATOON PORT ARTHUR

Portland, Oregon

August 6, 1940

Mr. Earl Snell
Secretary of State
Salem, Oregon

Re: Washington Hauling Company
1021 S. W. Fifth Avenue
Portland, Oregon
Amount - $751.27
Contract No. 2250

ANSWERED
H. B. GLAISYER

Dear Sir:

We are again inquiring regarding the claim which we filed with your office under date of June 24th, 1940, against the above mentioned company and also the Continental Casualty Company, Wilcox Building, Portland.

We are still carrying this amount on our books although we understand this job was completed sometime the early part of June.

Under date of July 8th we received a communication from the Oregon State Highway Commission advising us that the semi-final payment was ready to be made on this contract.

Since that date we have had no further word in this regard and we are asking you at this time if there is any reason why payment is being withheld on this account. Also, if further payment has been made to the Washington Hauling Company.

Any assistance you may be able to render us will be appreciated.

Yours very truly,

Don A. Cline
Credit Department

DAC:nl

NOTED
D. G. DeSart

SECRETARY OF STATE
RECEIVED
AUG - 7 1940
EARL SNELL

Respectfully referred to State Highway Commission

STATE DEPARTMENT

RECEIVED
AUG 10 1940
FOR FILING

21-1258

August 8, 1940

Mr. Joseph R. McCready,
Attorney at Law
Forest Grove, Oregon

Dear Sir:

Replying to your inquiry of August 7 regarding Washington Hauling Company wish to say that the State Highway Commission on December 7, 1939, awarded to this company State Highway Contract No. 2250 for the furnishing of crushed rock, in stock piles, on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways. The bond furnished by the contractor to guarantee the satisfactory completion of the project and protect claims was written by the Continental Casualty Company for whom Parker H. Lyman is the local representative with offices in the Wilcox Building, Portland. The address of the Washington Hauling Company is 2705 Third Avenue North, Seattle, Washington.

Yours very truly,
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

HONE 343

JOSEPH R. McCREADY
ATTORNEY AT LAW
FIRST NATIONAL BANK BUILDING
FOREST GROVE, OREGON

RECEIVED
AUG 8 - 1940
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission, August 7, 1940
Salem, Oregon.

Gentlemen:

A client of mine furnished material to E. E. Rocky & Son DBA Washington Hauling Co. whom, we understand, had a contract with the commission for crushing, etc. near Neskowin in Tillamook County.

Can you please advise us the address of the main office of this firm, and also the name of their bonding company?

Very truly yours,
Joseph R. McCready

JRM:D

NOTED
D. G. DeSart

ANSWERED
H. B. GLAISYER

HBG:AM
cc - Carl Smith

Secretary

RECEIVED
AUG 9 1940
FOR FILING

21-1208

REFERRED TO
BY SECRETARY

August 7, 1940

Continental Casualty Company
Northwest Claim Department
1411 Fourth Avenue Bldg.
Seattle, Washington

Attention: Warner H. Bruce, Superintendent

Gentlemen:

Reference is made to your letter of August 1 in regard to Bond #18637 covering the Washington Hauling Company and its contract with the Oregon State Highway Commission, No. 2250, for furnishing crushed materials in stock piles on the Hebo-Oceanlake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

In checking up our files I find that our wire of July 31 was in error as to the amount of the retained percentage. The correct amount of the retained percentage is $868.50.

The unpaid estimate of $2,578.38 is neither semi-final nor final but is a regular monthly payment, estimate #4, for work accomplished during the month of June. The semi-final and final payments will follow.

According to our records, the Washington Hauling Company has earned on this job the amount of $10,462.83 and we have paid to them to date the sum of $7015.95. We are holding in the safe warrant for estimate #4, as stated above, in the amount of $2,578.38. The final payment will consist of the amount earned by the contractor subsequent to the date of estimate #4 and also of course the amount of estimate #4. We have no knowledge in this office as to how much the contractor earned since estimate #4 was prepared but we anticipate that it will be in the neighborhood of $1,000. The records do not disclose any force account work in connection with this job.

NOTED
D. G. DeSart

We note your request that no further payments be made to the contractor or any assignee or claimant until we have received your consent thereto. We shall endeavor to comply with your request.

Very truly yours,

HBG:AM
cc - Earl Smith

Secretary

ragraph - $2,578.38 is [illegible] the final estimate or ven semi-final - it represents the 4th estimate.

Amount earned	$10,462.83
Retained	868.50
Paid	9,594.33 — less 2578.38

Total amount (estimated) due him for whole job $11,261.78

George Hester said that he did not know what was referre to in the last line of the 2nd paragraph re force or purchase account.

Ann

R. D. WEILBRENNER
SECRETARY

Y COMPANY

IENT

, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Re: Bond #18637
Washington Hauling Co.
Hebo-Ocean Lake Contract (2250)

We thank you for your wire of July 31st.

868.50

We note you state the retained percentage is $686.50. It appears to us that that amount must be in error, as the original contract price was $11,580.00 and it is our understanding that the retained percentage is fifteen per cent of the final contract price. Will you kindly advise us with regard to that.

not semi- or final #4.

Also kindly advise whether or not the unpaid estimate of $2578.38 is the final estimate or whether an additional estimate will become due when the contract has been formally accepted, and if so the estimated amount of the same. Also be kind enough to advise us the amount of the force or purchase account which we understand is a separate contract and for which you say the contractor has been fully paid.

Phoned this to auditor 8/3

Inasmuch as the unpaid bills appear to be considerably in excess of the amount of the retained percentage and unpaid estimates, we would respectfully request that no further payment be made to the contractor or any assignee or claimant unless and until our consent has been obtained to said payment.

We are investigating the claims at this time.

NOTED
CARL F. SMITH
AUDITOR

Very truly yours,

Warren M. Bruce

SUPERINTENDENT

WMB:ha

NOTED
D. G. DeSart

ANSWERED
H. B. GLAISYER

LIUS
PRESIDENT

H. A. BEHRENS
CHAIRMAN OF THE BOARD

R. D. WEILBRENNER
SECRETARY

CONTINENTAL CASUALTY COMPANY

CHICAGO

WARNER H. BRUCE
SUPERINTENDENT

JACK R. WEGNER
ADJUSTER

NORTHWEST CLAIM DEPARTMENT
1411 FOURTH AVENUE BLDG.
SEATTLE, WASHINGTON

RECEIVED
1940

August 1, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Re: Bond #18637
Washington Hauling Co.
Hebo-Ocean Lake Contract (2250)

We thank you for your wire of July 31st.

868.50

We note you state the retained percentage is $686.50. It appears to us that that amount must be in error, as the original contract price was $11,580.00 and it is our understanding that the retained percentage is fifteen per cent of the final contract price. Will you kindly advise us with regard to that.

not semi- or final #4.

Also kindly advise whether or not the unpaid estimate of $2578.38 is the final estimate or whether an additional estimate will become due when the contract has been formally accepted, and if so the estimated amount of the same. Also be kind enough to advise us the amount of the force or purchase account which we understand is a separate contract and for which you say the contractor has been fully paid.

phoned this to auditor 8/5

Inasmuch as the unpaid bills appear to be considerably in excess of the amount of the retained percentage and unpaid estimates, we would respectfully request that no further payment be made to the contractor or any assignee or claimant unless and until our consent has been obtained to said payment.

We are investigating the claims at this time.

NOTED
CARL F. SMITH
AUDITOR

Very truly yours,

Warner H. Bruce

SUPERINTENDENT

WMB:ha

NOTED
D. G. DeSart

ANSWERED
H. B. GLAISYER

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
HURON W. CLOUGH, CANYONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
ATTORNEY
J. W. DeSOUZA
ASSISTANT ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

RECEIVED
AUG 6 1940
FOR FILE

21-1208

August 5, 1940

Washington Hauling Company,

Neskowin, Oregon.

Gentlemen:

Several of your creditors are still complaining that their bills are unpaid and I would like to know what plan you have for taking care of the unpaid claims.

If you cannot handle the matter until you get the balance of your money from the State, I would suggest that an arrangement be made with some bank where the money can be deposited with instructions to disburse the money in payment of claims. If that method is pursued, then there should be an agreement between you and your creditors as to the amount of debt in each case and the amount to be paid by the bank to each respective creditor.

Please let me hear from you by early mail stating what method you will pursue to take care of these claims so that the State can make final payment on the job.

Yours very truly,

J. M. DEVERS

JMD:FW

cc Continental Casualty Company
Arch M. McDonald
H. B. Glaisyer
S. H. Probert

REFERRED TO [illegible]
BY SECRETARY

REFERRED TO
BY SECRETARY

[illegible]

NOTED
D. G. DeSart

21-13

RECEIVED
AUG 1 1940
FOR FILING

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☒	ORDINARY	☐
DAY LETTER	☐	URGENT RATE	☐
SERIAL	☐	DEFERRED	☐
NIGHT LETTER	☐	NIGHT LETTER	☐
SPECIAL SERVICE	☐	SHIP RADIOGRAM	☐

Patrons should check class of service desired, otherwise the message will be transmitted as a telegram or ordinary cablegram.

COPY OF WESTERN UNION TELEGRAM

SALEM OREGON JULY 31 1940

CONTINENTAL CASUALTY COMPANY
WARNER M. BRUCE
SEATTLE WASHINGTON

RETEL WASHINGTON HAULING COMPANY JOB COMPLETED JUNE 15 1940 BUT NOT YET FORMALLY ACCEPTED BY HIGHWAY COMMISSION. RETAINED PERCENTAGE IS $686.98. AMOUNT OF UNPAID ESTIMATE IS $2576.38. WE HAVE KNOWLEDGE OF CLAIMS AGGREGATING APPROXIMATELY $7000 BUT THERE MAY BE OTHERS OUTSTANDING. NO AMOUNTS DUE CONTRACTOR FOR FORCE ACCOUNT WORK.

H B GLAISYER, SECRETARY
STATE HIGHWAY COMMISSION

(COLLECT)

File

DUE CONTRACTOR FOR FORCE ACCOUNT WORK.

H B GLAISYER, SECRETARY
STATE HIGHWAY COMMISSION

(COLLECT)

RECEIVED
AUG 1 1940
FOR FILING

File

CONTRACTOR ON FORCE ACCOUNT WORK=
CONTINENTAL CASUALTY CO WARNER M BRUCE=

ANSWERED
H. B. GLAISYER

2250 HEBO-OCEAN=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

Charge to the account of ______________________________ $ __________

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER	☒	URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	
SPECIAL SERVICE		SHIP RADIOGRAM	

Patrons should check class of service desired, otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1217-B

R. B. WHITE, PRESIDENT
NEWCOMB CARLTON, CHAIRMAN OF THE BOARD
J. C. WILLEVER, FIRST VICE-PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM OREGON JULY 31 1940

CONTINENTAL CASUALTY COMPANY
WARNER M. BRUCE
SEATTLE, WASHINGTON

RETEL WASHINGTON HAULING COMPANY JOB COMPLETED JUNE 15, 1940, BUT NOT YET FORMALLY ACCEPTED BY HIGHWAY COMMISSION. RETAINED PERCENTAGE IS $686.90. ~~PAID YESTERDAY $2578.38 SO HAVE NO UNPAID ESTIMATES NOW.~~ Amount of unpaid estimate is $2578.38. WE HAVE KNOWLEDGE OF CLAIMS AGGREGATING APPROXIMATELY $7000 BUT THERE MAY BE OTHERS OUTSTANDING. NO AMOUNTS DUE CONTRACTOR FOR FORCE ACCOUNT WORK.

H B GLAISYER, SECRETARY
STATE HIGHWAY COMMISSION

RECEIVED
AUG 1 1940
FOR FILE

(COLLECT)

file

CONTRACTOR ON FORCE ACCOUNT WORK=
CONTINENTAL CASUALTY CO WARNER M BRUCE=

ANSWERED
H. B. GLAISYER

2250 HEBO-OCEAN=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

21-12

1. ~~Retained~~ Retained percentage $868.50
2. Unpaid estimate $2578.38; however this amount was covered by a warrant mailed out to the Washington Hauling Company on July 30 (yesterday)
3. No estimate has come in since June 15 (that was the date of completion specified on the card)
4. No indication of force account on any estimate so far.
5. Aggregate amount of claims filed $6,690.91 (some claims filed do not have amounts stated on the card)

RN
N

1201

SYMBOLS
- DL = Day Letter
- NL = Night Letter
- LC = Deferred Cable
- NLT = Cable Night Letter
- Ship Radiogram

(09)

RECEIVED
AUG 1 1940

J. C. WILLEVER
FIRST VICE-PRESIDENT

Time of receipt is STANDARD TIME at point of destination

FOR FILING

1 AM 11 14

TION AND ACCEPTANCE
UMBER 2250 HEBO-OCEAN
LAKE SECTION OREGON COAST HIGHWAY. ALSO AMOUNT RETAINED PERCENTAGE AND UNPAID ESTIMATES AND AGGREGATE AMOUNT OF CLAIMS FILED. ALSO PLEASE ADVISE AMOUNT DUE AND UNPAID THIS CONTRACTOR ON FORCE ACCOUNT WORK. —

CONTINENTAL CASUALTY CO WARNER M BRUCE.

ANSWERED
H. B. GLAISYER

2250 HEBO-OCEAN.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

21-1208

CLASS OF SERVICE
This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

SYMBOLS
DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

(09)

RECEIVED
[illegible] 1 1940
FOR FILING
[illegible] 1 AM 11 14

PRH35 47 DL=Z SEATTLE WASH 31 1002A

OREGON STATE HIGHWAY COMMISSION=

PLEASE WIRE COLLECT DATE FINAL COMPLETION AND ACCEPTANCE WASHINGTON HAULING COMPANY CONTRACT NUMBER 2250 HEBO-OCEAN LAKE SECTION OREGON COAST HIGHWAY= ALSO AMOUNT RETAINED PERCENTAGE AND UNPAID ESTIMATES AND AGGREGATE AMOUNT OF CLAIMS FILED= ALSO PLEASE ADVISE AMOUNT DUE AND UNPAID THIS CONTRACTOR ON FORCE ACCOUNT WORK=

CONTINENTAL CASUALTY CO WARNER M BRUCE=

ANSWERED
H. B. GLAISYER

2250 HEBO-OCEAN=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
AUG 1 1940
FOR FILING

21-1208

July 31, 1940

Mr. W. F. Thomas
Proprietor
Newport Machine Shops
Newport, Oregon

Dear Sir:

Reference is made to your inquiry on the face of the letter directed to you by the Honorable Earl Snell, Secretary of State, dated July 27, 1940, relative to your claim against the Washington Hauling Company in the amount of $25.55.

We wrote you on July 23 giving you the name of the contractor, which I might repeat is the Washington Hauling Company 2705 Third Avenue North, Seattle, Washington, the name of the job, the name of the surety on the bond furnished by the contractor in connection with this job, and a copy of the law which sets a substantial form in which claims against contractors should be filed with the State. We refer you to such letter and suggest that you prepare your notice of claim in accordance with the form set out in this law. It is not necessary for you to copy the entire law or any part of it—simply prepare your notice substantially according to the form suggested and when you have done that send it to the Secretary of State. The Highway Commission does not have any blank forms for this purpose.

I think I suggested to you in my pregious letter that you file your notice of claim not only with the Secretary of State but also with the agent of the bonding company and I will repeat that suggestion in this letter.

This is about all of the information that I can give you except that if you do not secure satisfaction by following this procedure then it will be necessary for you to take your claim to court.

Very truly yours,

[illegible]

HBG:AM Secretary

RECEIVED
31 1940

ANSWERED
H. B. GLAISYER

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

State Highway Comm.,
State Office Bldg.,
Salem, Ore.

Dear Sirs: You will note that the Sec. of State refers us to you for information. I do not know the name of the contractor for Washington Hauling Co. Also, I do not know how to prepare my claim. If there is any kind of a blank form that I could fill out it would help me. Surely it is not necessary for me to type off that whole chapter 517 of Oregon Laws. Kindly advise in detail.

Thank You.

July 27, 1940

Mr. W. F. Thomas, Prop.
Newport Machine Shops
Newport, Oregon

Dear Mr. Thomas.

Acknowledgment is made of your statement against the Washington Hauling Co., in the amount of $25.55.

As the statement of an account does not constitute a proper notice of claim for labor, materials, etc., furnished in connection with contracts for state wori, your statement is returned. There is also enclosed a copy of the law outlining the form to be followed in preparing a notice of claim for filing in the office of the secretary of state.

If you will prepare your claim in accordance with the requirements of this law, showing the name of the contractor, the surety and a description of the work concerning which the bond eas taken and forward the claim to this office, it will be promptly filed.

Any information you may need, relative to the contract, the contractor or bondsmen, may be obtained from the State Highway Commission, State Office Building, Salem, as this commission has custody of all bonds, contracts and other information relative to state highway construction work.

Very truly yours,

Secretary of State

S:FL

Enc.

RECEIVED
JUL 29 1940
FOR FILING

21-1208

July 27, 1940

Hon. Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of July 26 enclosing three copies of a notice of claim by Sunset Tire Corporation, in the amount of $219.10, against Washington Hauling Company, for recapping truck tires in connection with work on State Highway Contract No. 2250, Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways.

We have made note of this claim in our records of this job and will see that copies of the notice thereof are sent to the surety and to the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

Noted

July 27, 1940

CONTINENTAL CASUALTY COMPANY
Parker H. Lyman, Local Agent
509 Wilcox Building
Portland, Oregon

Gentlemen:

We have been notified through the office of the Secretary of State that Sunset Tire Corporation has a claim, in the sum of $219.10, against Washington Hauling Company for recapping truck tires in connection with work on State Highway Contract No. 2250, Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

This notice is being sent you inasmuch as you are surety on the bond furnished by this contractor. A copy of the notice of claim is enclosed.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MEL

cc - Washington Hauling Company
2705 3rd Avenue North
Seattle, Washington

RECEIVED
JUL 27 1940
OREGON
STATE HIGHWAY COMMISSION

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

July 26, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There are enclosed for your information and files, three copies of a notice of claim by Sunset Tire Corporation for $219.10 against the bond taken from Washington Hauling Company, principal, and Continental Casualty Company, surety, for work on the Hebo-Oceanlake Section of the Oregon Coast and Salmon River highways, in contract No. 2250, which was filed in this office as of July 17, 1940.

Please acknowledge receipt of the copies in order to complete our files.

Very truly yours,

Earl Snell
Secretary of State

S:Fm
encs. 3

REFERRED TO
[illegible]
BY SECRETARY

[illegible]

COPY

SUNSET TIRE CORPORATION

Lee F. Herron
President

Corner S.W.Sixth and Burnside Streets
Portland, Oregon

July 16, 1940

Earl Snell, Secretary of State
Salem, Oregon

Dear Sir:

We, hereby, file claim for the amount of $219.10 on Oregon State Highway Contract No. 2250, known as Hebo-Oceanlake Section of the Oregon Coast and Salmon River Highways awarded to Washington Hauling Company, 2705 - 3rd Street, Seattle, Washington. Bond for this contract was furnished by Contintal Casualty Company, 1411- 4th Avenue Bldg., Seattle, Washington

Our account, contracted under the name of E.E Rockey & Sons, is for recapping 18 - 8.25-20 truck tires, which were used up completely on this job.

Yours truly,

SUNSET TIRE CORPORATION

By L.F. Herron

LFH:HL
CC-Continental Casualty Co.
1411 - 4th Ave. Bldg.
Seattle, Washington

Endorsed: File No. 2920
Filed July 17, 1940
EARL SNELL, Secretary of State

RECEIVED
JUL 29 1940
FOR FILING

21-1208

July 26, 1940

GENERAL PETROLEUM CORPORATION OF CALIFORNIA
813 S. W. Alder Street
Portland, Oregon

Gentlemen:

This will acknowledge receipt of your letter of July 25 advising that you have an unpaid claim, in the amount of $1,738.78, against the Washington Hauling Company on their contract No. 2250 for furnishing crushed material on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways.

This contract was completed June 15, 1940 but has not yet been accepted by the Commission. The performance bond for this contract was furnished by Continental Casualty Company, for whom Parker H. Lyman, 609 Wilcox Building, Portland, is agent. Claims against the contractor and his bonding company should be filed with the Secretary of State in accordance with the provisions of Chapter 517, Oregon Laws 1939, a copy of which is attached.

In accordance with our usual practice we are bringing this claim to the attention of the contractor and also the surety.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

DOD:MRL

Noted

July 26, 1940

CONTINENTAL CASUALTY COMPANY
Parker H. Lyman, Local Agent
609 Wilcox Building
Portland, Oregon

Gentlemen:

The State Highway Commission has today been advised by General Petroleum Corporation of California that it has a claim against the Washington Hauling Company in connection with their contract No. 2250, Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in the amount of $1,738.78.

This information is given you inasmuch as you appear as surety on the bond furnished by the contractors.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

BOD:MEL

cc - Washington Hauling Company
2705 3rd Avenue North
Seattle, Washington

GENERAL PETROLEUM CORPORATION
OF CALIFORNIA
A SOCONY - VACUUM COMPANY
813 S. W. ALDER STREET
PORTLAND, OREGON

SOCONY-VACUUM
GARGOYLE LUBRICANTS

RECEIVED
[illegible] 1940

July 25, 1940

Oregon State Highway Commission
Salem,
Oregon

Re: Washington Hauling Company
Contract #2250

Gentlemen:

We carry an unpaid balance of $1738.78, covering deliveries made to the Washington Hauling Company on Contract #2250, which covered the furnishing of crushed material in the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways.

It is our understanding that this contract has now been completed, but that funds are being withheld by the department engineer, which is the reason we have not received payment for our products. Will you kindly advise actual date of completion and acceptance of this job and whether there are any unusual circumstances that result in the withholding of payment to them?

Very truly yours,

C A Kilgas
DISTRICT CREDIT MANAGER

BJD:LS
cc - Washington Hauling Co.
Parker H. Lyman

RECEIVED
JUL 29 1940
FOR FILING

21-1208

July 26, 1940

The Linde Air Products Company
870 Brannan Street
San Francisco, California

Attention: N. J. Hurnell
Credit Department

Gentlemen:

Reply is made to your inquiry of July 24 concerning the Washington Hauling Company's contract with the State Highway Commission for furnishing crushed rock at Neskowin.

The contract to which you refer is state highway contract No. 2250 for furnishing crushed rock in stock piles on the Neko-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln & Tillamook Counties. In connection with this contract the contractor was required to furnish the State Highway Commission with a surety bond for the protection of claims. We offer you this bond for the protection of your claim. The bond was written by the Continental Casualty Company for whom Parker Z. Lyman is agent with offices in the Wilcox Building, Portland. I would suggest that you file notice of your claim with the bonding company and also with the Secretary of State in accordance with the provisions of Chapter 517 (Oregon Laws, 1939), a mimeographed copy of which is inclosed.

It is my understanding that this job has been completed; however, I do not have authentic information to that effect. It has not as yet been formally accepted by the State Highway Commission.

Very truly yours,

HBG:AM

Secretary

REFERRED TO [illegible]
BY SECRETARY

[illegible]

July 26, 1940

Continental Casualty Company
Parker H. Lyman, Agent
609 Wilcox Building
Portland, Oregon

Gentlemen:

The State Highway Commission has today been advised by The Linde Air Products Company of San Francisco that it has a claim against the Washington Hauling Company in connection with state highway contract No. 2250, Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties. The amount of the claim was not stated.

This information is given you inasmuch as you appear surety on the bond furnished by the Washington Hauling Company in connection with this contract.

Very truly yours,

HDG:AM

Secretary

cc - Washington Hauling Co.
2705 Third Avenue North
Seattle, Washington

RECEIVED

THE LINDE AIR PRODUCTS COMPANY

UNIT OF UNION CARBIDE AND CARBON CORPORATION

UCC

870 BRANNAN STREET

SAN FRANCISCO, CALIF.

EVERYTHING FOR OXWELDING AND CUTTING

LINDE OXYGEN

Prest-O-Lite DISSOLVED ACETYLENE

Oxweld APPARATUS AND SUPPLIES

UNION CARBIDE

UCC

LINDE OXYGEN
UNION CARBIDE
PREST-O-LITE ACETYLENE
OXWELD APPARATUS AND SUPPLIES

July 24, 1940

Oregon State Highway Commission
Salem
Oregon

534 N 2 W 1

Attention Highway Engineer

Gentlemen:

We have been given to understand that Washington Hauling Company, in association with another firm, has undertaken a rock-crushing contract for the Oregon State Highway, Commission at Neskowin. We further understand that work is covered by the usual bond for protection of suppliers of material.

We are a creditor of Washington Hauling Company for material supplied.

Will you kindly give us information concerning the contract in order that we may take the steps provided by law and properly file claim.

Yours very truly,

THE LINDE AIR PRODUCTS COMPANY

Credit Department

N.J.Turnell
HL

ANSWERED
H. B. GLAISYER

LAP 29

RECEIVED
JUL 23 1940
FOR FILING

21-1208

July 23, 1940

Continental Casualty Company
Parker M. Lyman, Agent
609 Wilcox Building
Portland, Oregon

Gentlemen:

We are handing you herewith a copy of a notice of claim which has been filed with the Secretary of State by L. A. Courtemanche against the bond taken from the Washington Hauling Company in connection with its contract with the State Highway Commission for furnishing crushed rock on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, Contract No. 2250.

This is being forwarded to you inasmuch as you appear surety on the bond furnished by the contractor in connection with this contract.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DD:AH

cc - Washington Hauling Co.
2705 Third Avenue North
Seattle, Washington

D.G. DeSart

July 23, 1940

Burdett and Heuser
Attorneys at Law
McMinnville, Oregon

Gentlemen:

This acknowledges receipt of your letter of July 19 inclosing copies of notice of claim which has been filed by L. A. Courtemanche against the Washington Hauling Company in connection with Contract No. 2250, Hebo-Ocean Lake Section.

In accordance with our usual practice, we are today notifying the contractor and the surety that this claim has been filed.

Very truly yours,

STATE HIGHWAY COMMISSION

By

DD:AM Secretary

July 23, 1940

Honorable Earl Snell
Secretary of State
OFFICE

Dear Sir:

This acknowledges receipt of your letter of July 22 forwarding copies of a notice of claim which has been filed by L. A. Courtemanche against the bond taken from the Washington Hauling Company in connection with Contract No. 2250, Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways.

In accordance with our usual practice, we are today notifying the contractor and the surety that this claim has been filed.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DO:AM

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
JUL 23 1940

July 22, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There are enclosed for your information and files, three copies of a notice of claim by L. A. Courtemanche for $413.35 against the bond taken from Washington Hauling Company, principal, and Continental Casualty Company, surety, for work on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, contract No. 2250, which was received from Burdett & Bauner, McMinnville, and filed in this office today.

Please acknowledge receipt of the copies.

Very truly yours,

Earl Snell
Secretary of State

C.F
enc. 3

REFERRED TO
[illegible]
BY SECRETARY

prepare customary letter
6785

McMinnville, Oregon
July 18, 1940

NOTICE IS HEREBY GIVEN That the undersigned, L. A. Courtemanche, a partnership consisting of L. A. Courtemanche and Louis Courtemanche, Jr., doing business under the firm name and style of L. A. Courtemanche, has a claim for materials furnished to Washington Hauling Co., a detailed statement of such materials so furnished as follows:

4-900x20 B58 Firestone Tires #904-89944 #887,
#868, #254-89944
2-CC28 Firestone Tires #529N2MK #311S21WMF

for the agreed and reasonable value of $292.00, and also the following items, towit:

2-700x16 Recap tires
1 used 700x20 tire
1 used 700x20 tube
1 52904HA spring complete
6 35672HFX Bearings
6 38002H Valves
1 42798H Piston ring
2 74453H Piston rings
1 86135H Piston Ring
1 80564HX Piston
1 64168H Valve
1 73179HA gasket set
1 17527H Bearing
1 83906 HX Knuckle
1 63907H washer
1 83923H cup
1 83924H cone
2 61661H washers
1 29457H Pin
1 51121Y draw key
1 51209Y Bearing

1 1838100 Cap
By 2 36702H Gaskets
2 25332DC nozzles
3 25214D washers
1 24800D gasket
1 25081DC gasket
4 25090DD copper rings
1 27121DA Gasket
1 27122 DA Gasket
1 85529HB ext pipe
1 83906HX spindle
1 83907H retainer
1 83923H Cone
1 83924H Cup
Phone
1 49661H Cyl Booth
6 74339H plugs
1 55539H stud
1 41414V nut
1 used CC28 tire
Repair 2-825-20 tubes

for the agreed and reasonable value of $126.85, amounting in the aggregate of 418.85, such materials were so furnished and delivered to the said Washington Hauling Co., between May 11, 1940 and June 1, 1940, and against the bond taken from the Washington Hauling Company and Continental Casuality Company for the work of the Washington Hauling Company on the State of Oregon contract No. 2250, Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways.

That all of said materials were so furnished to the Washington Hauling Company and used by it on its equipment used in an about the construction work on said highway, and that all of said materials furnished were necessary for the prosecution of said work and were substantially consumed in the prosecution thereof.

L. A. Courtemanche

By Louis Courtemanche Jr.
Member of the firm of
L. A. Courtemanche

State of Oregon)
County of Yamhill) ss

I, LOUIS COURTEMANCHE, JR., being first duly sworn, depose and say that I am a member of the firm of L. A. Courtemanche and the facts set forth in the foregoing notice are true, as I verily believe.

LOUIS COURTEMANCHE, JR.

Subscribed and sworn to before me this 18th day of July, 1940.

(SEAL)

J. E. Burdett
Notary Public for Oregon
My commission expires November 3, 1943

Endorsed: File No. 2918
Filed July 22, 1940
EARL SNELL, Secretary of State

BURDETT AND NEUNER
ATTORNEYS AT LAW
ROOMS 2-3-4 MASONIC BLDG.
McMINNVILLE, OREGON

JAMES E. BURDETT
GEORGE NEUNER

RECEIVED

July 19, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Inclosed herewith find copy of notice of account of L. A. Courtemanche vs. Washington Hauling Company.

This material was furnished in connection with the State Highway Contract No. 2250, Hebo-Ocean Lake Sections of the Oregon Coast and Salmon River Highways.

We have sent a copy to the Secretary of State, and trust that the same will receive consideration before making final payment to this company.

Yours very truly,

Burdett and Neuner,

By Jas Burdett

b p
inc.

REFERRED TO
Deckart
BY SECRETARY

Have Miss Mowry prepare usual letter

Secretary

McMinnville, Oregon
July 18th, 1940

NOTICE IS HEREBY GIVEN That the undersigned, L. A. Courtemanche, a partnership consisting of L. A. Courtemanche and Louis Courtemanche, Jr., doing business under the firm name and style of L. A. Courtemanche, has a claim for materials furnished to Washington Hauling Co., a detailed statement of such materials so furnished as follows:

4- 900x20 B58 Firestone Tires #904-S9944 #887, #868, #254-S9944

2- CC28 Firestone Tires #529N2MK #311821WHF

for the agreed and reasonable value of $292.00, and also the following items, to-wit:

2- 700x16 Recap tires
1 used 700x20 tire
1 used 700x20 tube
1 [illegible]HA spring complete
6 35672HFX Bearings
6 38002H Valves
1 42798H Piston ring
2 74453H Piston rings
1 86135H Piston Ring
1 80564HX Piston
1 64168H Valve
1 73179HA gasket set
1 17527H Bearing
1 83906 HX Knuckle
1 83907H washer
1 83923H cup
1 83924H cone
2 61661H washers
1 29457H Pin
1 51121Y Draw Key
1 51209Y Bearing
1 1838100 Cap
By 2 36702H Gaskets
2 25332DC nozzles
3 25214D washers
1 24800D gasket
1 25981DC gasket
4 25090DD copper rings
1 27121DA Gasket
1 27122 DA Gasket
1 85529HB ext pipe
1 83906HX spindle
1 83907H retainer
1 83923H Cone
1 83924H Cup
1 49661H Cyl booth
Phone
6 74336H plugs
1 55539H stud
1 41414V nut
1 used CC28 tire
Repair 2-825-20 tubes

for the agreed and reasonable value of $126.85, amounting in the aggregate of $418.85, such materials were so furnished and delivered to the said Washington Hauling Co., between May 11, 1940 and June 1, 1940, and against the bond taken from the Washington Hauling Company and Continental Casuality Company for the work of the Washington Hauling Company on the State of Oregon contract No. 2250, Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways.

That all of said materials were so furnished to the Washington Hauling Company and used by it on its equipment used in an about the construction work on said highway, and that all of said materials furnished were necessary for the prosecution of said work and were substantially consumed in the prosecution thereof.

L. A. Courtemanche

Louis Courtemanche Jr

Member of the Firm of
L. A. Courtemanche

State of Oregon)
) ss.
County Of Yamhill)

I, LOUIS COURTEMANCHE, JR., being first duly sworn, depose and say that I am a member of the firm of L. A. Courtemanche and the facts set forth in the foregoing notice are true, as I verily believe.

Louis Courtemanche Jr

Subscribed and sworn to before me this 18th day of July, 1940.

J E Burdett
Notary Public for Oregon

My Commission Expires November 3, 1943.

RECEIVED
JUL 25 1940
FOR FILING

21-1208

July 23, 1940

Newport Machine Shop
W. F. Thomas & Son, Proprietors,
Newport, Oregon

Gentlemen:

This acknowledges receipt of your notice of July 15, 1940, advising of your claim against the Washington Hauling Company, same being in the amount of $25.55 for materials and labor furnished the Washington Hauling Company in connection with its contract, No. 2250, with the State Highway Commission for furnishing crushed rock in stock piles on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

In connection with this contract the Washington Hauling Company was required to furnish the state with a surety bond for the protection of claims. This bond was written by the Continental Casualty Company for whom Parker H. Lyman is Resident Agent with offices in the Wilcox Building, Portland, Oregon. We offer this bond for the protection of your claim and would suggest that you file notice of the claim with the company's agent.

I would also suggest that you file notice of your claim with the Secretary of State in accordance with the provisions of Chapter 517, Oregon Laws, 1939.

It is our practice to notify the bonding company and the contractor when claims are filed against state highway contracts and we are following this procedure in the present instance.

Trusting that your claim will be satisfied within the near future, I remain

Very truly yours,

HBG:AM

Secretary

REFERRED TO
BY SECRETARY

D.G. DeSart

July 23, 1940

Continental Casualty Company
Parker H. Lyman, Agent,
609 Wilcox Building
Portland, Oregon

Gentlemen:

The State Highway Commission has been advised by the Newport Machine Shop of Newport, Oregon, that it has a claim against the Washington Hauling Company, in the amount of $25.55, for materials and labor furnished the Washington Hauling Company in connection with its contract, No. 2250, for furnished crushed rock in stock-piles on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways.

This information is given you inasmuch as you appear surety on the bond furnished by the Washington Hauling Company in connection with the above-mentioned contract.

Very truly yours,

HBG:AH

Secretary

cc - Washington Hauling Co.
2705 Third Avenue North
Seattle, Washington

RUSH

Baldock ☐
McCullough ☐

Accounting .. Att'n ☐
Bridge .... Att'n ☐
Construction Att'n ☐
Division ☐ Att'n ☐
Legal .... Att'n ☐
Maintenance Att'n ☐
Office Engr. . Att'n ☐
Secretary ..... Att'n ☑
Shops .... Att'n ☐
Personnel ☐ Files ☐ Travel ☐
Traffic ☐ Lab. ☐ Mail ☐
Parks ☐ R/W ☐

From 7/18/40

FORM E-100X 5M 4-40 STATE PRINTING DEPT.

DATE July 18, 1940

uling Co. - This
#2250. at present
s on est. #4 is
amount #2578.38.
in filed previously,
porting no funds
claims against
been sending
to Mrs. Gladys's
Carl F. Smith

LY HERE

DATE 7/18/40

Note information above.
Will you take care of this?

SIGNED Hawke

July 8 with
Washington
highway com-
of the Oregon
tion by the
rter E. Lynch
the Wilson

Baldock

REFERRED TO DeSart
BY SECRETARY

record

REFERRED TO
R.G. DeSart

TO M. H. Hawke DATE July 18, 1940

Re-Washington Hauling Co. - This co has contract #2250. at present an estimate voucher or est. #4 is ready to number - amount $2578.38. attachments have been filed previously, with Mr. Dewey reporting no funds due. In case of claims against contractors, we have been sending the correspondence to Mr. Glaisyer's office for handling

SIGNED Carl F. Smith

PLEASE REPLY HERE

TO H.B. Glaisyer DATE 7/18/40

Note information above. Will you take care of this?

SIGNED M.H. Hawke

REFERRED TO DeSart BY SECRETARY

record

NOTED D.G. DeSart

STATEMENT

Newport, Oregon July 15 1942

M Washington Hauling Co.
Neskowin Ore.

IN ACCOUNT WITH

NEWPORT MACHINE SHOP

W. F. THOMAS & SON, PROPS.
PHONE 117

May	2	2 conveyer pulleys	22 30
	8	1 ½ hrs labor on shaft	3 25
			25 55

Received by E. E. Rocky

We just Received word that this Company went broke and should send this bill to State Highway Commission for settlement if not correct please advise us as what to do Thank you

Newport Machine Shop.
By O. G. Thomas

ANSWERED
H. B. GLAISYER

REFERRED TO
DeSart
BY S.C.
remind

D.G. DeSart

RECEIVED
JUL 10 1940
FOR FILING

21-1208

July 9, 1940

Burdett & Neuner
Attorneys at Law
Masonic Building
McMinnville, Oregon

Attention: James E. Burdett

Gentlemen:

In response to your inquiry of July 8 wish to advise that the bond furnished by the Washington Hauling Company in connection with state highway contract No. 2258, Nebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, was written by the Continental Casualty Company for whom Parker H. Lyman is local representative with offices in the Wilcox Building, Portland, Oregon.

Very truly yours,

Secretary

HBG:AM

DeSart
record

D.G. DeSart

RECEIVED
JUL 9 - 1940
OREGON
STATE HIGHWAY COMMISSION

BURDETT AND NEUNER
ATTORNEYS AT LAW
ROOMS 2-3-4 MASONIC BLDG.
McMINNVILLE, OREGON

JAMES E. BURDETT
GEORGE NEUNER

July 8, 1940

State Highway Department
Salem, Oregon

Gentlemen:

We have a client, L. A. Courtemanche of this place, who has a claim against the Washington Hauling Company who did some work on the State Highway near Neskowin in Tillamook County. This work was for repairs to a truck and some tires that were furnished them on this job, and we would like to know the name of the bondsman who furnished the bond for these people on this work so that we can prepare our client's lien to file with the officers for this claim.

Very truly yours,

Burdett & Neuner,

By Jas Burdett

b p

RECEIVED
JUL 9 1940
FOR FILING

21-1208

July 9, 1940

Hon. Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of July 6, enclosing three copies of a notice of claim by P. L. Crooks & Company, Inc., in the amount of $577.21 against Washington Hauling Company for equipment rental in connection with State Highway Contract No. 2250 - Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

We have noted this claim in our records of this job and will see to it that copies of the notice thereof are today forwarded to the surety and contractor.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

L.G. DeSart

July 9, 1940

CONTINENTAL CASUALTY COMPANY
c/o Parker E. Lyman
609 Wilcox Building
Portland, Oregon

Gentlemen:

We have been today notified through the office of the Secretary of State that P. L. Crooks & Company, Inc., have a claim in the amount of $577.21 against Washington Hauling Company for equipment rental in connection with State Highway Contract No. 2250 - Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

Inasmuch as you are surety for the contracting firm on this job, we hand you herewith, for your information and action, one of these copies of notice of claim.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

ENCL.

cc - Washington Hauling Company
2705 - 3rd North
Seattle, Wn.

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
JUL 8 - 1940
OREGON
STATE HIGHWAY COMMISSION

July 6, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr H. B. Glaisyer

There are enclosed for your information and files, three copies of a notice of claim by P. L. Crooks & Co. Inc. for $577.21 against the bond taken from Washington Hauling Company, principal, and Continental Casualty Company, surety, for work on the Hebo-Oceanlake section of the Oregon Coast & Salmon River Highways, which was received and filed in this office today.

Please acknowledge receipt of the copies in order to complete our files.

Very truly yours,

Earl Snell
Secretary of State

S:FM
encs. 3

REFERRED TO [illegible]
BY SECRETARY

[illegible]

COPY

P. L. CROOKS, TRUSTEE
2145 N. W. Pettygrove
Portland, Oregon

July 3rd, 1940

Earl Snell
Secretary of State
Salem, Oregon

Dear Sir:

Notice is hereby duly given that the undersigned, P. L. CROOKS - TRUSTEE, has a claim for rental of equipment and repairs on equipment used on State of Oregon Highway Commission Contract - Hebo-Oceanlake Section, Oregon Coast & Salmon River Highway - Lincoln & Tillamook Counties - furnishing crushed rock in stockpiles - Contractor Washington Hauling Company, Seattle, Washington, in the sum of ONE THOUSAND FIVE HUNDRED NINETY DOLLARS AND FOURTY ONE CENTS ($1590.41), for which sum I hereby make claim against the bond taken from the Continental Casualty Company - for the work above mentioned.

Youre very truly

P. L. CROOKS - TRUSTEE

By P. L. Crooks

State of Oegon)
County of Multnomah) ss

I, P. L. Crooks - Trustee, having been first duly sworn on oath, do hereby depose and say: That I am Trustee for Saxton, Looney & Risley, of the claimant named in the above bill: that the services or materials therein mentioned were actually rendered or furnished as herein charged: that the said claim for $1590.41 is true and correct, and that said claim or any part thereof has not been paid.

P. L. CROOKS

Subscribed and sworn to before me this 5th day of July, 1940.

My commission expires Mar. 29, 1943.
(SEAL)

BELLE DENNIS
Notary Public for Oregon

Endorsed: File No. 2912
Filed July 6, 1940
EARL SNELL
Secretary of State

RECEIVED
JUL 0 1940
FOR FILING

21-1208

July 9, 1940

Hon. Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of July 6 enclosing three copies of a notice of claim in the amount of $1590.41 filed by F. L. Crooks & Company, Inc., against Washington Hauling Company, for explosives furnished in connection with State Highway Contract No. 2250 - Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

We have made note of this claim in our records of this job and will see that copies of the notice thereof are today forwarded to the contracting firm and its surety, Continental Casualty Company.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

L. G. DeSart

July 9, 1940

CONTINENTAL CASUALTY COMPANY
c/o Parker H. Lyman
609 Wilcox Building
Portland, Oregon

Gentlemen:

We have received through the office of the Secretary of State three copies of a notice of claim by P. L. Crooks & Company, Inc., in the amount of $1590.41, against Washington Hauling Company for explosives furnished in connection with State Highway Contract No. 2250 - Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

Inasmuch as you are surety for the contracting firm on this job, we hand you herewith, for your information and such action as is necessary, a copy of this notice of claim.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

cc - Washington Hauling Company
2705 - 3rd North,
Seattle, Washington

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
JUL 8 - 1940
OREGON
STATE HIGHWAY COMMISSION

July 6, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There are enclosed for your information and files, three copies of a notice of claim for $1590.41 against the bond taken from Washington Hauling Company, principal, and Continental Casualty Company, surety, for work on the Hebo-Oceanlake Section of the Oregon Coast & Salmon River Highway, which was received from P. L. Crooks, trustee, and filed in this office today.

Please acknowledge receipt of the copies.

Very truly yours,

Earl Snell
Secretary of State

S:FM
encl. 3

PREPARED BY SECRETARY

usual

COPY

P. L. CROOKS & CO. INC.
2145 N.W. Pettygrove St.
Portland, Oregon

July 3rd 1940

Earl Snell
Secretary of State
Salem, Oregon

Dear Sir:

Notice is hereby duly given that the undersigned, P. L. CROOKS & CO. INC., have a claim for explosives used on State of Oregon Highway Commission Contract - Hebo-Oceanlake Section, Oregon Coast & Salmon River Highway - Lincoln & Tillamook Counties - furnishing crushed rock in stockpiles - Contractor Washington Hauling Company, Seattle, Washington, in the sum of FIVE HUNDRED SEVENTY SEVEN DOLLARS AND TWENTY ONE CENTS ($577.21), for which sum we hereby make claim against the bond taken from the Continental Casualty Company - for the work above mentioned.

Yours very truly

P. L. CROOKS & CO., INC.,

By P. L. Crooks
President - Treasurer

State of Oregon)
County of Multnomah) ss

I, P. L. Crooks, having been first duly sworn on oath, do hereby depose and say: That I am President-Treasurer, of the claimant named in the above bill, that the said claim of $577.21 is true and correct; that the services or materials therein mentioned were actually rendered or furnished as herein charged; and that said claim, or any part thereof, has not been paid.

P. L. CROOKS

Subscribed and sworn to before me this 5th day of July, 1940.
(SEAL)
My Commission expires Mar 29, 1943

BELLE DENNIS
Notary Public for Oregon

Endorsed: File No. 2913
Filed July 6, 1940
EARL SNELL,
Secretary of State

RECEIVED
JUL 8 1940
FOR FILING

21-1208

July 6, 1940

Mr. Clyde Philp
Northwest Branch Office
CONTINENTAL CASUALTY COMPANY
4th Avenue Building
Seattle, Washington

Gentlemen:

This will acknowledge receipt of your letter of July 3 and advise that our Estimate No. 4 for work done to June 15 on the Washington Hauling Company Contract. No. 2250 shows an amount earned to that date of $10, 462.83 and an estimated amount to complete of approximately $1,200.00. Payment for Estimate No. 3, in the amount of $4,767.06, which was mailed June 12, brings the total paid to date to $7,015.95. The voucher for Estimate No. 4 in the amount of $2,578.38 was mailed to the contractor on June 27 for signature and has not yet been returned to this office. The retained percentage to date is $868.50.

We understand that work on this project has been completed but we have no final estimate nor date of completion from the field.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

DOD:MBL

RECEIVED
JUL 8 1940
FOR FILING

21-1208

July 6, 1940

Mr. Clyde Philp
Northwest Branch Office
CONTINENTAL CASUALTY COMPANY
4th Avenue Building
Seattle, Washington

Gentlemen:

This will acknowledge receipt of your letter of July 3 and advise that our Estimate No. 4 for work done to June 15 on the Washington Hauling Company Contract. No. 2250 shows an amount earned to that date of $10, 462.83 and an estimated amount to complete of approximately $1,200.00. Payment for Estimate No. 3, in the amount of $4,767.06, which was mailed June 12, brings the total paid to date to $7,015.95. The voucher for Estimate No. 4 in the amount of $2,578.38 was mailed to the contractor on June 27 for signature and has not yet been returned to this office. The retained percentage to date is $868.50.

We understand that work on this project has been completed but we have no final estimate nor date of completion from the field.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

DOD:MBL

PRESIDENT

H. A. BEHRENS
CHAIRMAN OF THE BOARD

R. D. WEILBRENNER
SECRETARY

CONTINENTAL CASUALTY COMPANY

CHICAGO

L. G. GREWE, MANAGER

NORTHWEST BRANCH OFFICE
1120 - 1411-4TH AVE. BLDG.
SEATTLE, WASHINGTON
TELEPHONE MAIN 7410

WARNER M. BRUCE, MANAGER
SURETY DEPARTMENT

July 3, 1940.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Re: Contract No. 2250, Hebo-Oceanlake Section of the Oregon Coast and Salmon River Highways.

This Company is surety for the Washington Hauling Co. on the performance bond required under the above captioned policy. We understand that all work has been performed thereunder. For the completion of our files would you kindly advise us the amounts that have been paid to the Washington Hauling Co. under its contract? We were informed that up to about June 1st they had received a total of approximately $6000 00. and that there were still some $7700.00 ~~still~~ due.

May I thank you in advance for this information, and oblige,

Yours very truly,

Clyde Philp

REFERRED TO
[illegible]
BY SECRETARY

prepare reply

RECEIVED
JUL 9 1940
FOR FILING

21-1208

July 6, 1940

Honorable Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of July 5, 1940, with a copy of a letter inclosed from Marshall-Wells Company relative to its claim against Washington Hauling Company in connection with contract No. 2250.

In accordance with our usual practice we are today notifying the surety and the contractor regarding this claim.

Very truly yours,

Secretary

HHG:AH

REFERRED TO
BY SECRETARY

REFERRED TO DeSart
BY SECRETARY
record

G. DeSart

July 6, 1940

Continental Casualty Company
Parker H. Lyman, Agent,
609 Wilcox Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a letter which has been forwarded to this office by the Secretary of State in regard to the claim of Marshall-Wells Company against Washington Hauling Company arising out of Contract No. 2250, Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

This is being forwarded to you inasmuch as you appear surety on the bond furnished in connection with this contract.

Very truly yours,

HBG:AH

Secretary

cc - Washington Hauling Co.
2705 Third Avenue North
Seattle, Washington

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
– 1940
STATE HIGHWAY COMMISSION

July 5, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H.B.Glaisyer

There is enclosed for your information, a copy of a letter from Marshall-Wells Company relative to their notice of claim against Washington Hauling Company. The original notice was filed in this office on June 25th, 1940.

Very truly yours,

Earl Snell
Secretary of State

S:FM
enc.

COPY

RECEIVED
[illegible] - 1940
STATE HIGH[illegible] [illegible]ION

MARSHALL-WELLS COMPANY

Portland, Oregon
July 3, 1940

Secretary of State
State of Oregon
Salem, Oregon

Re. Washington Hauling Co.
1021 S.W. Fifth
Portland, Oregon

Gentlemen:

We again refer to the above account which to date has not been liquidated.

In accordance with our terms, there has been an interest charge placed against this balance. At the end of June this interest balance was $4.10.

We have notified the Continental Casualty Company, Wilcox Building, Portland, Oregon of this fact.

We will very much appreciate an acknowledgment from you at your earliest convenience.

Yours very truly,

L. A. CLINE

Credit Department

LAC:NL

Form E-1—[illegible]

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 29, 1940

Section Hebo-Oceanlake

Highway Oregon Coast 7 Salmon River

Contractor Washington Hauling Co.

Date of contract Dec. 7, 1939

Date work started Feb. 7, 1940

Amount of contract $11,580.00

Kind of work Rock Production

Section prefix 21-1208

Contract number 2250

Date of completion May 31, 1940

Estimated date of completion June 15, 1940

Per cent of time elapsed 109 %

Estimated cost of completed project, exclusive of engineering $11,261.78

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $1000, 9.7 %

Date project was completed June 15, 1940

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Completed measuring stockpiles wednesday and spent one day with crew working up final. Final ready to ship Monday.

NOTED
RAY WEBBER

Signed Samuel Wallis

Address Box 62, Corvallis

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed		COMPLETED			
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
JUN 29 1940
FOR FILING

21-1208

June 28, 1940

Hon. Earl Snell
Secretary of State
C A P I T O L

Dear Sir:

This acknowledges receipt of your letter of June 27 enclosing three copies of a notice of claim, in the amount of $857.74, against Washington Hauling Company, for petroleum products delivered said firm in connection with their work on Contract No. 2250, Hebo-Oceanlake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties, by The Texas Co.

We have noted this claim in our records of this job and will see that copies of the said notices of claim are forwarded to the contracting firm and its surety.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

NOTED
D.G. DeSart

REFERRED TO
DeSart
BY SECRETARY

record on card

June 28, 1940

CONTINENTAL CASUALTY COMPANY
Parker H. Lyman, Local Agent
609 Wilcox Building
Portland, Oregon

Gentlemen:

We have received through the office of the Secretary of State three copies of a notice of claim by The Texas Company, in the amount of $857.74, against Washington Hauling Company, for petroleum products delivered said firm in connection with their work on Contract No. 2250, Hebo-Oceanlake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

Inasmuch as you are surety for Washington Hauling Company on this job, we enclose for your information a copy of said notice of claim, that you may give it the requisite attention.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MEL

cc - Washington Hauling Company
2705 3rd St., North
Seattle, Washington

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

June 27, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files, three copies of a notice for $857.74 against the bond taken from Washington Hauling Company, principal, and Continental Casualty Company, contract No. 2250, which has been filed in this office today.

Please acknowledge receipt of the copies.

Very truly yours,

Earl Snell

Secretary of State

S:FM
encs. 3

REFERRED TO
[illegible]
BY SECRETARY

prepare customary letter
[illegible]

COPY

THE TEXAS COMPANY
(A California Corporation)

TEXACO PETROLEUM PRODUCTS

Sales Department
Seattle District
W. A. Smith, Credit Manager

600 Republic Building
Seattle, Washington

June 26, 1940

E. E. & GLEN ROCKEY
Washington Hauling Co
Oregon State Highway
Contract #2250
Hebo-Ocean Lake - $857.74

Secretary of State
State of Oregon
Salem, Oregon

Dear Sir;

Notice is hereby given that the undersigned has a claim for petroleum products delivered to subject contractors, in the sum of $857.74, against the bond taken from Continental Casualty Company, Seattle, Washington, for the work of said contractors on State of Oregon Highway Department, contract #2250, described as Oregon Coast and Salmon River, Hebo-Ocean Lake section.

Very truly yours,

THE TEXAS COMPANY,

W. A. SMITH
W. A. Smith

ACJ:CP

Endorsed: File No. 2910
Filed June 27, 1940
EARL SNELL
Secretary of State

RECEIVED
JUN 27 1940
FOR FILING

21-1208

June 27, 1940

SUNSET TIRE CORPORATION
S. W. 6th and Burnside
Portland, Oregon

Gentlemen:

This will acknowledge receipt of your letter of June 26 and advise that the bond for the E. E. Rockey & Sons contract near Neskowin was furnished by Continental Casualty Company, the agent being Parker H. Lyman, 609 Wilcox Building, Portland.

We wish further to advise that this contract was entered into under the name of Washington Hauling Company, 2705 - 3rd Street, Seattle, as the Hebo-Oceanlake Section of the Oregon Coast and Salmon River Highways, Contract No. 2250.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

DGD:MEL

WATER 7811 ATWATER 7812

Sunset Tire Corporation

DISTRIBUTORS OF

FEDERAL TIRES & TUBES • PURE OIL REFINERS • VESTA KATHANODE BATTERIES • GAS • OIL • LUBRICATION

CORNER S. W. SIXTH AND BURNSIDE STREETS

PORTLAND, OREGON

RECEIVED

June 26, 1940

State Highway Department
Salem, Oregon

Gentlemen:

Will you kindly advise us the name and address of the bonding company of E. E. Rockey & Sons, covering the surfacing job at Neskowin, Oregon.

Very truly yours,

SUNSET TIRE CORPORATION

By H Lamberty

REFERRED TO [illegible]
BY SECRETARY

RECEIVED
JUL 1 1940
FOR FILING

21-1208

June 26, 1940

Hon. Earl Snell
Secretary of State
State Capitol
Salem, Oregon

Dear Sir:

This acknowledges receipt of your letter of June 25, enclosing three copies of a notice of claim by Marshall-Wells Company in the amount of $742.97 against Washington Hauling Company for miscellaneous materials furnished said company in connection with the performance of their contract No. 2250 for furnishing crushed rock in stock piles on the Hebo-Oceanlake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

We have made note of this claim in our records of this job and in accordance with our usual practice will see that the contractor and surety are notified of the same.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

H.G. DeSart

REFERRED TO
DeSart
BY SECRETARY

record claim & cards

June 26, 1940

CONTINENTAL CASUALTY COMPANY
Parker H. Lyman, Local Agent
609 Wilcox Building
Portland, Oregon

Gentlemen:

We are in receipt of notice from the Secretary of State that Marshall-Wells Company, Portland, has a claim for miscellaneous materials furnished Washington Hauling Company in connection with the performance of their contract No. 2250 for the furnishing of crushed rock in stock piles on the Nebo-Oceanlake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

Inasmuch as you are surety for the contracting firm on this job, we are handing you herewith, for your information and such action as is necessary, a copy of said notice of claim.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MEL

cc - Washington Hauling Company
2705 - 3rd North
Seattle, Washington

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
1940

June 25, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There are enclosed for your information and files, three copies of a notice of claim by Marshall-Wells Company for $742.37 against the bond taken from Washington Hauling Company and Continenal Casualty Company for work on contract No. 2250 which was received and filed in this office today.

Please acknowledge receipt of the copies.

Very truly yours,

Earl Snell
Secretary of State

S:FM
encs. 3

REFERRED TO
[illegible]
BY SECRETARY

Have Mrs Lewis prepare customary letter
HBG

COPY

Portland, Oregon
June 24, 1940

Secretary of State
State of Oregon
Salem, Oregon

Notice hereby is given that the undersigned, Marshall-Wells Company, Portland, Oregon, has a claim for tools, hardware, tires, tubes, batteries and miscellaneous materials, in the sum of Seven hundred forty two & 37/100 ($742.37), against the bond taken from Washington Hauling Company and Continental Casualty Company for the work of Oregon State Highway Contract No. 2250 for the furnishing of crushed rock in stock piles on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

MARSHALL-WELLS COMPANY

By Chas. F. Herzig

Endorsed: File No. 2909
Filed June 25, 1940
EARL SNELL, Secretary of State

RECEIVED
REGISTERED
JUN 29 1940
FOR FILING

21-1208

June 25, 1940

E. E. & GLEN ROCKEY
WASHINGTON HAULING COMPANY
OREGON STATE HIGHWAY CONTRACT 2250
HEBO-OCEAN LAKE -$857.74

Continental Casualty Company
1411 4th Avenue Building
Seattle, Washington

Gentlemen:

Attached is a detailed statement of our claim against above subject.

We have kept in close contact with the Oregon State Highway Commission relative to payments made to the contractors and we have made several requests for payment to the contractors but with no success.

Our deliveries cover products that were used at the first of the job and, therefore, we feel we are entitled to immediate payment.

For reason of non-payment by the contractors through this letter and statement we submit a claim to you against your bond covering the contractors on this contract #2250, State of Oregon.

Yours very truly,

THE TEXAS COMPANY

W. A. SMITH

D.G. De[illegible]

ACJ:HAH

E. E. & Glen Rockey
Washington Hauling Company
2705 3rd Avenue North
Seattle, Wash.

State of Oregon.
Highway Commission
% H. B. Glaisyer
Salem, Oregon

NOTED
D.G. DeSart

REFERRED
BY SECRETARY
DeSart

RECEIVED
JUN 20 1940
FOR FILING

21-1208

June 19, 1940

THE TEXAS COMPANY
600 Republic Building
Seattle, Washington

Attention W. A. Smith, Credit Mgr.

Gentlemen:

This will acknowledge receipt of your letter of June 18 and advise that a payment in the amount of $4,767.06 was made to Washington Hauling Company for work performed on their Hebo-Oceanlake contract No. 2250 on June 12. Payment was also made on this same date in the amount of $2,172.95 for maintenance rock produced on a purchase order.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

DGB:MEL

RECEIVED
[illegible] 19 1940
OR.
STATE HIGHWAY COMMISSION

THE TEXAS COMPANY
(A CALIFORNIA CORPORATION)
TEXACO PETROLEUM PRODUCTS

SALES DEPARTMENT
SEATTLE DISTRICT
W. A. SMITH, CREDIT MANAGER

600 REPUBLIC BUILDING
SEATTLE, WASHINGTON

June 18, 1940

E. E. & GLEN ROCKEY
WASHINGTON HAULING COMPANY
HEBO-OCEAN LAKE CONTRACT 2250

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Gentlemen:

In your letter to us of May 29 you indicated that there would be a payment made some time in June to the Washington Hauling Company for $4,767.06. Because we have not yet received payment for products furnished on this job, we desire very much to know as near as possible the date on which the Washington Hauling Company will receive this payment.

Any information given will be greatly appreciated. A business reply envelope is enclosed for your convenience.

Yours very truly,

THE TEXAS COMPANY

W A Smith

W. A. SMITH

ACJ:HAH

RECEIVED
JUN 26 1940
FOR FILING

21-1208

June 19, 1940

Mr. J. C. Rogers
Tillamook, Oregon

Dear Sir:

Reference is made to your Telephone inquiry of this date concerning the Washington Hauling Company Contract No. 2250, Nebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways in Lincoln and Tillamook Counties.

You are advised that the bond furnished in connection with this contract was written by the Continental Casualty Company, for whom Mr. Parker H. Lyman is resident agent, with offices in the Wilcox Building, Portland.

The estimated date of completion of this contract is June 22, 1940. For your information and guidance we are enclosing herewith a mimeographed copy of Chapter 517, Oregon Laws of 1939.

The Washington Hauling Company is a copartnership consisting of E. E. and Glen Rockey.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

JM:MHL

RECEIVED
JUN 20 1940
FOR FILING

21-1208

June 18, 1940

MARSHALL-WELLS COMPANY
Portland, Oregon

Attention Chas. F. Herzig, Credit Dept.

Gentlemen:

This will acknowledge receipt of your letter of June 13 and advise that Contract No. 2250 with the Washington Hauling Company was not completed by the specified completion date, May 31, 1940, but will overrun approximately two weeks. Payment for work done to May 15 was made June 12. This is the payment that we mentioned in our letter of May 22 as probably being made during the first week of June.

Very truly yours.

STATE HIGHWAY COMMISSION
By

Secretary

DDC:MEL

RECEIVED
JUN 14 1940
OREGON
HIGHWAY COMMISSION

Marshall-Wells Company

DULUTH PORTLAND SPOKANE SEATTLE BILLINGS MINNEAPOLIS
WINNIPEG VANCOUVER EDMONTON CALGARY REGINA
SASKATOON PORT ARTHUR

Portland, Oregon

June 13, 1940

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer
Secretary

Re: Washington Hauling Company
Contract No. 2250

Gentlemen:

Can you tell us at this time if the above contract was completed according to the specified time of completion which was May 31st, 1940, and whether the state made the payment to the Washington Hauling Company during the first week of June as mentioned in your letter of May 22nd?

Our balance on June 11th was $742.37.

Yours very truly,

Chas F. Herzig

Credit Department

CFHerzig:NL

RECEIVED
MAY 31 1940
FOR FILING

51-12-8

May 29, 1940

The Texas Company
P. O. Box 1906
Seattle, Washington

Attention: W. A. Smith

Gentlemen:

Reply is made to your letter of May 28 concerning your claim against E. E. and Glen Rockey.

The State Highway Commission has no contract with E. E. and Glen Rockey but it is my belief that they are subcontractors under the Washington Hauling Company to whom the Commission awarded the contract for furnishing crushed rock in stock piles for the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties. This is state highway contract No. 2250 and the information given below is in connection with such contract.

The records disclose that up until yesterday, May 28, 1940, there had been paid to the Washington Hauling Company on this contract the sum of $1300.95 covering work performed up to April 1, 1940. The warrant in payment of Estimate No. 2, covering work performed up to April 15, 1940, was mailed to the Washington Hauling Company yesterday, May 28, 1940. This warrant is in the amount of $947.94. There is now in process of payment Estimate No. 3 for work performed up to May 15, 1940. This payment will be in the amount of $4,767.06 and we believe it will be paid about the middle of June. The retained percentage on the job is $858.60 which will be paid to the Washington Hauling Company upon completion of the project.

The amounts above stated corresponds to the amounts stated in your letter so it is evident that the information you obtained from Mr. Rockey is correct.

The date of completion specified in the contract is May 31, 1940, but the job will not be completed by that time. It may take another month to finish the job but I do not have information at hand to state definitely at this time if that will be a fact.

Very truly yours,

HBG:AM

Secretary

RECEIVED
[illegible]
STATE HIGHWAY COMMISSION

THE TEXAS COMPANY
(A CALIFORNIA CORPORATION)
TEXACO PETROLEUM PRODUCTS

SALES DEPARTMENT
SEATTLE DISTRICT
W. A. SMITH, CREDIT MANAGER

600 REPUBLIC BUILDING
SEATTLE, WASHINGTON

May 28, 1940

E. E. & GLEN ROCKEY
Hebo Contract 2250
State of Oregon

Mr. H. B. Glaisyer
State Highway Commission
Salem, Oregon

Dear Sir:

On April 24 you were kind enough to advise about payments made on subject contract, to E. E. & Glen Rockey. At that time you stated you thought there would be a check forwarded him about ten days from the date of your telegram, for $947.94.

Mr. Rockey has been causing us some concern. He now owes $857.54 and he has not made a payment on account since he started operations on this contract. He states that as late as May 20 he had only received $1300.00 from you and that that was the reason for delay in paying his gasoline and oil account. We believe he is stalling, but before going further we want to be sure that we have the right information regarding the payments actually made to him to date by the Highway Commission.

Will you please advise us regarding payments made to date and when you expect the job to be completed.

Very truly yours,

THE TEXAS COMPANY

W A Smith

W. A. SMITH

ACJ:CP

Air mail

ANSWERED
H. B. GLAISYER

RECEIVED
MAY 28 1940
FOR FILING

May 28, 1940

Balzer Machinery Co.,
2136 S. E. 8th Avenue
Portland, Oregon

Attention: R. L. Balzer

Gentlemen:

Reply is made to your letter of May 23 regarding Washington Hauling Company's contract No. 2250 covering the furnishing of crushed rock, in stock piles, for the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

We have made the following payments under this contract:

Estimate No. 1 for work performed up to April 1 ——	$1,300.95
Estimate No. 2 for work performed to April 15 ——	947.96

(A warrant covering this payment is being mailed to the Washington Hauling Company today.)

The retained percentage to date amounts to $858.60. The date of completion specified in the contract is May 31, 1940. We do not believe, however, that the company will complete the contract within that time.

For your further information, I might state that Estimate No. 3, for work performed up to May 15, amounting to $4,767.06, is now in the process of payment. We anticipate that the warrant will be delivered about the middle of June.

Yours very truly,

HBG:MC

Secretary

#2250

L. BALZER, MANAGER
OFFICE -- EAST 2143
RESIDENCE -- GARFIELD 4415

WE RENT NEW AND USED
MACHINERY WITH
PRIVILEGE OF PURCHASE

BALZER MACHINERY COMPANY
CONTRACTORS AND LOGGERS EQUIPMENT
2136 S. E. EIGHTH AVENUE
CORNER EAST EIGHTH AVENUE AND GRANT STREET
PORTLAND, OREGON

OHIO LOCOMOTIVE CRANE CO.
LOCOMOTIVE CRANES
NORTHWEST ENGINEERING CO.
POWER SHOVELS
CHICAGO PNEUMATIC TOOL CO.
AIR COMPRESSORS
PACIFIC WIRE ROPE CO.
WIRE ROPE

TRAYLOR ENG. & MFG. CO.
GYRATORY CRUSHERS
MURPHY DIESEL CO., LTD.
DIESEL ENGINES
NATIONAL WIRE CLOTH CO.
SCREEN CLOTH
VULCAN IRON WORKS
PILE DRIVING MACHINERY

RECEIVED
MAY 24
STATE HIGHWAY [illegible]

May 23, 1940.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

We would very much appreciate receiving the following information regarding Contract No. 2250, Washington Hauling Company, Hebo-Oceanlake Section, Lincoln and Tillamook Counties.

What is the total amount that has been paid the contractor on this contract ?

When was the last warrant mailed, and what was the amount of same ?

How much retained percentage has accrued to date ?

When is the estimated date of completion ?

Thanking you very much for this information, we remain -

Very respectfully,
BALZER MACHINERY COMPANY,
Per R. L. Balzer
Manager.

RLB:BE

ANSWERED
H. B. GLAISYER

REFERRED TO
McFarland
BY SECRETARY

Get me information for reply

HBG

#2250

RECEIVED
MAY 31 1940
FOR FILING

21-1208

May 28, 1940

Continental Casualty Co.,
Parker H. Lyman, Agent
609 Wilcox Building
Portland, Oregon

Gentlemen:

We are in receipt of a letter from Foster Mills, Inc., of Willamina, Oregon, advising that they have a claim against the Washington Hauling Company in the amount of $45.82, which amount represents lumber furnished the contractor in connection with a state highway job.

We presume this material was furnished in connection with State Highway Contract No. 2250, which was awarded to the Washington Hauling Company covering the furnishing of crushed rock on the Hebo-Ocean Lake Section of the Oregon Coast Highway and Salmon River Highway, in Lincoln and Tillamook Counties. Inasmuch as you appear as surety on the bond furnished in connection with this contract we are advising you of the existence of this claim.

Yours very truly,

HBG:MC

Secretary

cc - Washington Hauling Co.,
2705 Third North
Seattle, Washington

REFERRED TO M' Farland
BY SECRETARY

May 28, 1940

Foster Mills, Inc.,
Willamina, Oregon

Attention: W. B. Foster

Gentlemen:

Reference is made to your inquiry of May 24 regarding the Washington Hauling Company and advising us of your claim against this company in the amount of $45.82.

The State Highway Commission awarded to the Washington Hauling Company the contract for furnishing crushed rock, in stock piles, for the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties. This is State Highway Contract No. 2250. In connection with this job the contractor was required to furnish the state a surety bond for the protection of claims and to guarantee satisfactory completion of the project. The bond in this instance was written by the Continental Casualty Company for whom Parker H. Lyman is the resident agent with offices in the Wilcox Building, Portland.

In the event that you do not secure satisfaction from the Washington Hauling Company, I would suggest that you file your claim with the bonding company and also file notice thereof with the Secretary of State, in conformance with the provisions of Chapter 517, Oregon Laws, 1939, copy of which is enclosed.

It is our practice to advise the bonding company of any claims that are filed in this office against highway contracts. We are, therefore, today notifying the Continental Casualty Company of this claim.

Yours very truly,

Secretary

HBG:MC

FOSTER MILLS, Inc.
MANUFACTURERS OF
Red and Yellow Fir Lumber
WILLAMINA, OREGON

RECEIVED
MAY 27 1940
STATE HIGHWAY COMMISSION

May 24, 1940.

Oregon State Highway Commission,
Salem, Oregon.

Attention Engineering Department

Gentlemen;

In March 1940 we furnished lumber to the amount of $45.82 to the Washington Hauling Company, extending credit therefor on the strength of their statement that they were performing services for the Oregon State Highway Commission on a bonded job.

We have endeavored to make collection from these people, but have had no response to our several communications. If consistent with policies of your commission, we would appreciate your advising us if this concern is working for the commission as claimed by them, and if so, if there is any way you could assist us in effecting collection of the amount due us.

Your response to this inquiry will be very much appreciated.

Yours very truly,

FOSTER MILLS, INC.

by: D B Foster

ANSWERED
H. B. GLAISYER

#2250

21-1208

May 22, 1940

Marshall-Wells Company
Portland, Oregon

Attention: Chas. F. Herzig, Credit Department

Gentlemen:

Reply is made to your letter of May 20 in regard to the Washington Hauling Company's contract with the State Highway Commission.

I presume that you have reference to state highway contract No. 2250 for the furnishing of crushed rock in stock piles on the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

Investigation reveals that this contract is approximately 68 per cent complete. The specified date of completion is May 31, 1940. I am informed by the auditor that the next payment to the Washington Hauling Company will be made some time during the first week in June.

In connection with the job the Washington Hauling Company furnished the state a surety bond for the protection of labor and material claims and all just debts and demands incurred against the project. This bond was written by the Continental Casualty Company for whom Parker H. Layman is local agent with offices in the Wilcox Building, Portland. I believe that the bond would protect your claim for supplies.

I would suggest, in the event that you do not secure satisfaction from the Washington Hauling Company, that you file your notice with the agent of the bonding company and also file notice with the Secretary of State in accordance with the provisions of Chapter 517, Oregon Laws, 1939, a mimeographed copy of which is inclosed.

In accordance with our usual practice I am today informing the bonding company and the contractor that your claim has been filed.

Very truly yours,

HBG:AM

Secretary

May 22, 1940

Continental Casualty Company
Parker H. Layman, Agent,
Wilcox Building
Portland, Oregon

Gentlemen:

This is to advise you that Marshall-Wells Company has a claim for merchandise, in the amount of $724.56, against Washington Hauling Company in connection with contract No. 2250, Hebo-Ocean Lake Rock Production Project on the Oregon Coast and Salmon River Highways.

This information is given you inasmuch as you appear surety on the bond furnished by the Washington Hauling Company in connection with the above-mentioned contract.

Very truly yours,

HBO:AH Secretary

cc - Washington Hauling Company
2705 Third Avenue North
Seattle, Washington

The Washington Hauling Co. Cont. #2250- Hebo-Ocean Lake Section is approximately 68% complete. Specified date of completion is May 31, 1940.

J. McFarland.

Company
BILLINGS MINNEAPOLIS
ALGARY REGINA
UR
jon

RECEIVED
MAY 21
STATE HIGHWAY

Gentlemen:

We would like to know what is covered by Bond No. 18637 - H.O. No. 348343 and what is the present status of this contract. We would also like to know when you expect to make another payment to the Washington Hauling Company.

1st week in June

We have a claim for merchandise sold which at the present time amounts to $724.56. We are particularly interested to know if this bond covers suppliers of merchandise or if any provisions are made in your contract No. 2250 with the Washington Hauling Company to assure suppliers of merchandise that their bills will be paid.

Yours very truly,

Chas. F. Herzig

Credit Department

CFHerzig:NL

#2250- [illegible] + T[illegible]

Marshall-Wells Company

DULUTH PORTLAND SPOKANE SEATTLE BILLINGS MINNEAPOLIS
WINNIPEG VANCOUVER EDMONTON CALGARY REGINA
SASKATOON PORT ARTHUR

Portland, Oregon

RECEIVED
MAY 21
STATE HIGHWAY [illegible]

May 20, 1940

State Highway Department
Salem, Oregon

Attention: Engineers' Office

Gentlemen:

We would like to know what is covered by Bond No. 18637 - H.O. No. 348343 and what is the present status of this contract. We would also like to know when you expect to make another payment to the Washington Hauling Company.

1st week in June.

We have a claim for merchandise sold which at the present time amounts to $724.56. We are particularly interested to know if this bond covers suppliers of merchandise or if any provisions are made in your contract No. 2250 with the Washington Hauling Company to assure suppliers of merchandise that their bills will be paid.

Yours very truly,

Chas. F. Herzig

Credit Department

CFHerzig:NL

#2250 - [illegible] + Tillamook's

Telephone Your Telegrams to Postal Telegraph

51-1208

CLASS OF SERVICE DESIRED			
DOMESTIC		FOREIGN	
TELEGRAM	☐	FULL RATE CABLE	☐
DAY LETTER	☒	DEFERRED CABLE	☐
NIGHT MESSAGE	☐	NIGHT CABLE LETTER	☐
NIGHT LETTER	☐	RADIOGRAM	☐
SHIP RADIOGRAM	☐		

Patrons should check class of service desired, otherwise message will be transmitted as a full-rate communication

Postal Telegraph

THE INTERNATIONAL SYSTEM

Commercial Cables — TELEGRAMS CABLEGRAMS RADIOGRAMS — All America Cables

Mackay Radio

RECEIVER'S NUMBER

CHECK

TIME FILED

STANDARD TIME

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Form 2 Dbl

SALEM OREGON APRIL 24 1940

THE TEXAS COMPANY
SEATTLE, WASHINGTON

RETEL WARRANT FOR ESTIMATE ONE AMOUNT $1300.95 WAS MAILED TO CONTRACTOR APRIL 16. ESTIMATE TWO AMOUNT $947.94 NOT YET PAID BUT ANTICIPATE WARRANT WILL BE MAILED ABOUT TEN DAYS.

H. B. GLAISYER
SECRETARY STATE HIGHWAY COMMISSION

(COLLECT)

File

STATE OF OREGON WAS PAID ON ESTIMATES AND WHEN NEXT ESTIMATE WILL BE PAID.

THE TEXAS CO
931 A

Est. #2 - to Apr. 15 - $947.94 - out for Signature April 19th
Est. #1 - to Apr. 1 - $1300.95 - Warrant mailed April 16th

ANSWERED
H. B. GLAISYER

Telephone Your Telegrams to Postal Telegraph

POSTAL TELEGRAPH-CABLE COMPANY

TRANSMITS AND DELIVERS THE WITHIN MESSAGE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

To guard against [illegible] the Company [illegible]

1. The Company shall not be liable for mistakes or delays in the transmission or [illegible] REPEATED MESSAGE [illegible] for transmission at the UN-[illegible] or its servants [illegible] THOUSAND DOLLARS; nor for mistakes or non-delivery of any message received [illegible] beyond the sum of FIVE [illegible] VALUED MESSAGE rate, beyond the sum at which such message shall be valued, in writing, by the sender thereof when tendered for transmission at the SPECIALLY [illegible] ment is made or agreed to be made [illegible] and for which pay-an additional charge equal to [illegible] of one per cent of the repeated-message rate and written valuation shall exceed [illegible] dollars; nor in any case for delays arising from unavoidable interruption in the working of its lines, or for errors in cipher or obscure messages.

2. The Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company or by any other means of communication when necessary to reach its destination.

3. Domestic messages and incoming cable messages will be delivered free within [illegible] population or less, and within [illegible] beyond these limits the Company [illegible] endeavor to contract for him for such delivery at a reasonable price.

4. No responsibility attaches to this Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the Company's messengers he acts for that purpose as the agent of the sender.

5. The Company shall not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

6. It is agreed that prompt and correct transmission and delivery of this message shall be presumed in any action for recovery of tolls therefor, subject, however, to rebuttal by competent evidence.

7. Special terms governing the transmission of messages under the classes of messages enumerated below shall apply to messages in each of such respective classes in addition to all foregoing terms.

8. NO EMPLOYEE OF THIS COMPANY IS AUTHORIZED TO VARY THE FOREGOING.

POSTAL TELEGRAPH-CABLE COMPANY
CLARENCE H. MACKAY, CHAIRMAN OF THE BOARD
A. H. GRISWOLD, EXECUTIVE VICE-PRESIDENT

CLASSES OF SERVICE

DOMESTIC MESSAGES

FAST TELEGRAMS. A full-rate expedited service.

DAY LETTERS. A deferred day service at rates lower than the fast telegram rate. One and one-half times the Night Letter rate for the transmission of 50 words or less, and one-fifth of the initial rate for each additional 10 words or less.

SPECIAL TERMS APPLYING TO NIGHT LETTERS. In further consideration of the reduced rate for this special "Night Letter" service, the following special terms in addition to those enumerated above are hereby agreed to:

(a) Night Letters [illegible]

RECEIVED AT

STANDARD TIME INDICATED ON THIS MESSAGE

Postal Telegraph

THE INTERNATIONAL SYSTEM

Commercial Cables — TELEGRAMS CABLEGRAMS RADIOGRAMS — All America Cables

Mackay Radio

This is a full rate Telegram, Cablegram or Radiogram unless otherwise indicated by signal in the check or in the address.

DL	DAY LETTER
NL	NIGHT LETTER
NM	NIGHT MESSAGE
LCO	DEFERRED CABLE
NLT	NIGHT CABLE LETTER
	RADIOGRAM

Form 16 DH

10 R AR 26 SER RC

K SEATTLE WASH 922 AM APL 24TH 1940

OREGON STATE HIGHWAY DEPT
6
SALEM

WIRE COLLECT WHEN E E ROCKEY AND GLEN ROCKEY, HEBO, CONTRACT 2250 STATE OF OREGON WAS PAID ON ESTIMATES AND WHEN NEXT ESTIMATE WILL BE PAID.

THE TEXAS CO

931 A

[illegible] $147.74 - [illegible] April 19th
[illegible] $1322.15 [illegible] April 16th

ANSWERED
H. B. GLAISYER

Telephone Your Telegrams to Postal Telegraph

The Texas Co.
Seattle Wash

Retel warrant for Estimate one ~~amount~~ $1300.95 was mailed to contractor April 16th ~~[illegible]~~ estimate two amount $947.94 not yet paid but anticipate warrant will be mailed about ten days

A H Leaming Secretary
State Hwy Comm

Postal Telegraph
Dayletter
Collect

RECEIVED
APR 19 1940
FOR FILING

21-1208

April 19, 1940

Balzer Machinery Company
2136 S. E. Eighth Avenue
Portland, Oregon

Attention: R. L. Balzer, Manager

Gentlemen:

This is to acknowledge your letter of April 16 concerning the Washington Hauling Company's contract, No. 2250, Hebo-Ocean Lake Section, in Lincoln and Tillamook Counties.

You are advised that Estimate No. 1 on this contract for work performed to April 1, 1940, was in the amount of $1300.95. The warrant covering this payment was mailed to the contractor on April 16, 1940. The retained percentage is $229.58.

Very truly yours,

JM:AM

Secretary

R. L. BALZER, MANAGER
OFFICE -- EAST 2143
RESIDENCE -- GARFIELD 4415

WE RENT NEW AND USED
MACHINERY WITH
PRIVILEGE OF PURCHASE

BALZER MACHINERY COMPANY

CONTRACTORS AND LOGGERS EQUIPMENT
2136 S. E. EIGHTH AVENUE
CORNER EAST EIGHTH AVENUE AND GRANT STREET
PORTLAND, OREGON

OHIO LOCOMOTIVE CRANE CO.
LOCOMOTIVE CRANES
NORTHWEST ENGINEERING CO.
POWER SHOVELS
CHICAGO PNEUMATIC TOOL CO.
AIR COMPRESSORS
PACIFIC WIRE ROPE CO.
WIRE ROPE

TRAYLOR ENG. & MFG. CO.
GYRATORY CRUSHERS
MURPHY DIESEL CO., LTD.
DIESEL ENGINES
NATIONAL WIRE CLOTH CO.
SCREEN CLOTH
VULCAN IRON WORKS
PILE DRIVING MACHINERY

April 16, 1940.

Oregon State Highway Commission,
Salem, Oregon.

APR 17

Gentlemen:

We would appreciate very much the following information, with reference to Hebo-Ocean Lake rock production project on which bids were opened December 7, 1939, and contract let to Washington Hauling Company:

Has the first estimate on this job been made or paid, and if so, what was the amount of same ?

Thanking you in advance for your courtesy in supplying the above information, we remain -

Yours very truly,
BALZER MACHINERY COMPANY,
Per R. L. Balzer B
Manager.

RLB:BE

Est. #1 to April 1 - $1300.95 - 4-16-40

Retained $229.58

RECEIVED

#2250

21-1208

February 15, 1940

Coan & Rosenberg,
Attorneys at Law,
718 Pittock Block,
Portland, Oregon.

Dear Sirs:

In reply to your letter of February 12th you are advised that no payments have been made to Washington Hauling Company in connection with their contract No. 2250, Hebo-Ocean Lake Section in Lincoln and Tillamook Counties.

The contractors have been assembling their equipment and the actual work on the contract was started about one week ago. Payments to contractors are made every thirty days on estimates which includes the work performed during that period. Fifteen percent of the amount earned is retained until the contract is fifty percent complete, then seven and one-half percent of the amount of the contract is retained until the contract has been completed.

The amount of the above contract is $11,580.00, and the date of completion is May 31, 1940.

Very truly yours,

Secretary.

Dict. by J. McFarland.

#2250
Lincoln + Till. Co

COAN & ROSENBERG
ATTORNEYS AT LAW
710-716 PITTOCK BLOCK
PORTLAND, OREGON

RALPH A. COAN
ABE EUGENE ROSENBERG
MARVIN S. W. SWIRE
BURTON L. COAN

February 12, 1940

FEB 13

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

In connection with the E. E. Rockey and Glen Rockey copartnership, doing business as Washington Hauling Company, 2705 - 3rd North, Seattle, Washington, which firm was awarded Contract No. 2250, Hebo-Ocean Lake Section of Oregon Coast and Salmon River Highways, will you kindly advise whether or not the full amount of the contract has been paid to the contractor.

If it has not, please advise the balance remaining to be paid and the dates upon which said balances will be paid.

Very truly yours,

MS:L

[illegible]

#2250

RECEIVED
FEB 9 1940
FOR FILING

21-1202

February 8, 1940

Coan & Rosenberg,
Attorneys at Law,
210 Pittock Block,
Portland, Oregon.

Dear Sirs:

Reference is made to your letter of February 7th concerning E. E. Rockey of the Washington Hauling Company, 2705 - 3rd North, Seattle, Washington.

You are advised that the Washington Hauling Company is a co-partnership consisting of E. E. Rockey and Glen Rockey. On December 7th this firm was awarded Contract No. 2250, Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways in Lincoln and Tillamook Counties. The contract provides for the furnishing of 6,000 cu. yds. of crushed rock in stock piles. The amount of the contract is $11,580.00, and the date of completion is May 31, 1940. The bond furnished was written by the Continental Casualty Company, for whom Mr. Parker H. Lyman, who has offices in the Wilcox Bldg., Portland, is resident agent.

Very truly yours,

Secretary.

Dict. by J. McFarland.

#2250

COAN & ROSENBERG
ATTORNEYS AT LAW
710-716 PITTOCK BLOCK
PORTLAND, OREGON

RALPH A. COAN
ABE EUGENE ROSENBERG
MARVIN S. W. SWIRE
BURTON L. COAN

RECEIVED
FEB 8 - 194
STATE HIGHWAY COMMISSION

February 7, 1940

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

We have received information that E. E. Rockey, doing business under the assumed name of Washington Hauling Co. is under contract to the State Highway Commission for construction work on the Hebo-Ocean Lake Project on the Oregon Coast and Salmon River highway.

Will you kindly confirm the accuracy of this information?

If E. E. Rockey is presently under contract, we would like to know where the work is being done and the amount of the contract and when the contract will be completed by Mr. Rockey.

Very truly yours,

Coan & Rosenberg

MS:L

Jim
prepare reply

RECEIVED
FEB 7 1940
FOR FILING

21-1208

February 7, 1940

Balzer Machinery Company,
2136 S. E. Eight Avenue,
Portland, Oregon.

Attention: Mr. R. L. Balzer.

Gentlemen:

In response to your inquiry of February 6th you are advised that the bond furnished in connection with the Washington Hauling Company Contract No. 2250, Hebo-Ocean Lake Section in Lincoln and Tillamook Counties, was written by the Continental Casualty Company. Mr. Parker H. Lyman, who has offices in the Wilcox Building, Portland, is resident agent for the above company.

Very truly yours,

Secretary.

Dict. by J. McFarland.

R. L. BALZER, MANAGER
OFFICE -- EAST 2143
RESIDENCE -- GARFIELD 4415

BALZER MACHINERY COMPANY

CONTRACTORS AND LOGGERS EQUIPMENT
2136 S. E. EIGHTH AVENUE
CORNER EAST EIGHTH AVENUE AND GRANT STREET
PORTLAND, OREGON

WE RENT NEW AND USED
MACHINERY WITH
PRIVILEGE OF PURCHASE

OHIO LOCOMOTIVE CRANE CO.
LOCOMOTIVE CRANES

NORTHWEST ENGINEERING CO.
POWER SHOVELS

CHICAGO PNEUMATIC TOOL CO.
AIR COMPRESSORS

PACIFIC WIRE ROPE CO.
WIRE ROPE

TRAYLOR ENG. & MFG. CO.
GYRATORY CRUSHERS

MURPHY DIESEL CO., LTD.
DIESEL ENGINES

NATIONAL WIRE CLOTH CO.
SCREEN CLOTH

VULCAN IRON WORKS
PILE DRIVING MACHINERY

February 6, 1940.

RECEIVED
FEB 7 - 19
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

With reference to the contract you have with The Washington Hauling Company, bids for which were opened December 7, 1939, covering Hebo-Ocean Lake rock production project, will you kindly give us the name of the bonding company who furnished the bond for this job ?

Thanking you in advance for this information, we remain -

Yours very truly,
BALZER MACHINERY COMPANY,
Per R L Balzer
Manager.

RLB:BE

Give
information
HGS

RECEIVED
JAN 15 [illegible]
FOR [illegible]

21-1208

January 15, 1940

CONTINENTAL CASUALTY COMPANY
Parker S. Lyman, Local Agent
609 Wilcox Building
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2250 which was awarded to Washington Hauling Company on December 7, 1939, by the State Highway Commission covering the Hebo-Oceanlake Rock Production Project in Lincoln and Tillamook Counties.

Inasmuch as you are surety for the contracting firm on this contract, we are sending you this copy for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

RECEIVED
JAN 18
FO[illegible]

21-1208

January 15, 1940

WASHINGTON HAULING COMPANY
2705 - 3rd North
Seattle, Washington

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2250 which was awarded to you by the State Highway Commission on December 7, 1939, covering the furnishing of crushed rock in stock piles on the Hebo-Oceanlake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

RECEIVED
JU DEC 29 1939
FOR FILING

21-1208

December 28, 1939

Mr. Parker H. Lyman
Surety Dept., Continental Casualty Co.
609 Wilcox Building
Portland, Oregon

Dear Sir:

We are returning to you herewith your power of attorney for signing fidelity and surety bonds for the Continental Casualty Company in the amount of $50,000.

You are advised that if you desire to have this power of attorney placed on file it should be forwarded direct to the State Insurance Commissioner with the required fee.

For your information, we have had the bond in connection with the Washington Hauling Company contract for the Hebo-Oceanlake Section, in Lincoln and Tillamook Counties, approved by the Insurance Commissioner, his office having advised that the amount of bond for yourself and for Mr. Warner M. Bruce were ample to cover this particular contract.

Very truly yours,

JM:AM

Secretary

PRESIDENT

H. A. BEHRENS
CHAIRMAN OF THE BOARD

R. D. WEILBRENNER
SECRETARY

CONTINENTAL CASUALTY COMPANY

CHICAGO

PARKER H. LYMAN
MGR. CLAIM DEPT.

OREGON CLAIM DEPT.
609 WILCOX BLDG.
PORTLAND, OREGON

December 27th, 1939

Oregon State Highway Commission,
Salem, Oregon

Att'n Mr. H.B.Glaisyer

Gentlemen:

Re: Oregon Coast & Salmon River Highway
Lincoln & Tillamook County
Hebo-Oceanlake Section

We are enclosing herewith four copies of specifications, contract, and bond in connection with the above for filing with your department.

Yours very truly,

Parker H. Lyman
Surety Department

PHL ET

RECEIVED
DEC 29 1939
FOR FILING

21-1208

December 28, 1939

Washington Hauling Company
2705 Third Avenue North
Seattle, Washington

Gentlemen:

We are again returning to you by express the four copies of the contract which was awarded to you on December 7, 1939, for the furnishing of material on the Hebo-Oceanlake Section in Lincoln and Tillamook Counties.

You are advised that this contract cannot be presented to the State Highway Commission for final approval until you have signed the agreement on page 125 of each copy. This agreement should be signed similar to the way the bond page was signed and should read Washington Hauling Company and should be signed by Mr. E. E. Rockey and Mr. Glen Rockey, both partners of your co-partnership.

Will you please have this done and return all four copies of the contract to this office at your earliest convenience.

Very truly yours,

JM:AM

Secretary

RECEIVED
DEC 18 1939
FOR FILING

21-1208

December 16, 1939

WASHINGTON HAULING COMPANY
2705 - 3rd North
Seattle, Washington

Gentlemen:

We have today received from you two copies of Contract No. 2250, partially executed, and we are returning them to you by express. Yesterday we returned the other two copies which you had sent also only partially executed.

Please have all four copies of this contract executed in accordance with our letter of December 15, and return them to this office at your earliest convenience.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

JM:MBL

RECEIVED
DEC 16 1939
FOR FILING

21-1208

December 16, 1939

WASHINGTON HAULING COMPANY
2705 - 3rd North
Seattle, Washington

Gentlemen:

We are advised by the Oregon State Industrial Accident Commission that your firm, one of the successful bidders to whom contracts were awarded by the State Highway Commission December 7 and 8, is not of record with that department.

In order to carry on your work under your contract with the Oregon State Highway Commission, it will be necessary for you to accept the terms of the Workmen's Compensation Act and to proceed in strict conformance thereto.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

JM:[redacted]

RECEIVED
DEC 15 1939
FOR FILING

21-1208

December 15, 1939

WASHINGTON HAULING COMPANY
2705 - 3rd North
Seattle, Washington

Gentlemen:

On December 11 we forwarded to you by express four copies of the contract which had been awarded to you on December 7 for the Hebo-Ocean Lake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties. In our letter we requested that you execute all four copies of this contract as to agreement and bond and return them to this office. Today we have received two copies of the contract which have been partially executed and we are returning them to you under separate cover. You are advised that it will be necessary for both partners to sign the agreement and bond on all four copies of the contract.

You are also advised that the bond will have to be signed by an attorney-in-fact for a surety company, who has such power of attorney-in-fact on file with the Oregon State Insurance Commissioner. It is also required that each copy of the bond be countersigned by an authorized resident agent who is licensed in Oregon.

Will you please have all four copies of this contract signed as mentioned above and return them to this office at your early convenience.

Very truly yours,

STATE HIGHWAY COMMISSION
BY

Secretary

JM:MBL

21-1208

December 11, 1939

WASHINGTON HAULING COMPANY
2705 - 3rd North
Seattle, Washington

Gentlemen:

We are sending you today by express four copies of Contract No. 2250 which was awarded to you by the State Highway Commission on December 7, 1939, covering the furnishing of crushed rock in stock piles on the Hebo-Oceanlake Section of the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 5 (page 14) of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the mimeographed page immediately following page No. 14 of the mimeographed Special Provisions, relating to the payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MRL

21-1208

December 8, 1939

Washington Hauling Company
2705 Third Avenue North
Seattle, Washington

Gentlemen:

The State Highway Commission on December 7, 1939, awarded you the contract for furnishing 6,000 cu. yds. crushed rock in stock piles for the Hebo-Oceanlake Rock Production Project on the Oregon Coast and Salmon River Highways, in Lincoln and Tillamook Counties. This award was based on your low bid of $11,580 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

HBG:AM

Secretary

cc - Mr. S. H. Probert
Mr. G. S. Paxson

CONTRACT # [redacted] 2251

29-1030 Jordan Creek-McNamars Camp Sec.
Wilson River highway
2231 1939

RECEIVED
NOV 6 1940
FOR FILING

27-103

November 4, 1940

MARYLAND CASUALTY COMPANY
Hansen & Rowland, Agents
Washington Building
Tacoma, Washington

Gentlemen:

Will you please disregard the letter we wrote you on October 31 re the completion of Contract No. 2251 with Saxton, Looney & Risley. The number of the contract, 2251, was inadvertently confused with 2151 - Corbett Station-Rooster Rock Section - on which you are surety, hence a notification of completion was mistakenly sent to you. Thank you.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DGD:MBL

NOTED
D. G. DeSart

HANSEN & ROWLAND INC.
GENERAL AGENTS
TACOMA - SEATTLE - PORTLAND
SURETY BONDS   GENERAL INSURANCE
TACOMA, WASHINGTON

H. E. HANSEN, PRES.
C. ROWLAND, SECY

RECEIVED
NOV 6 1940

November 4, 1940

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND INC., NOT TO INDIVIDUALS.

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We are in receipt of your letter of October 31, 1940, advising that contract 2251 for grading the Corbett Station-Rooster Rock Section of the Columbia River Highway, in Multnomah County, has been completed by the contractor, Saxton, Looney & Risley. Evidently the bond on this contract was furnished by some other general agent as we have no record of ever having written any bonds for Saxton, Looney & Risley. We had written a bond under contract 2151 for the Colonial Construction Company for the Corbett Station-Rooster Rock Section, Columbia River Highway, Multnoham County, Oregon and that is probably the reason why your records were confused.

The Colonial Construction Company's contract was, according to your letter of March 13, 1940, settled for on March 23, 1940.

Yours very truly,

HANSEN & ROWLAND, INC.
General Agents

By A. Van R. Schermerhorn
A. Van R. Schermerhorn
Mgr. SuretyBond Department

AVRS:FS

[illegible]
what about this?
DHS

IVED
NOV 6 1940
OR FILING

29-1030

October 31, 1940

MARYLAND CASUALTY COMPANY
Hansen & Rowland, Agents
Washington Building
Tacoma, Washington

Gentlemen:

You are hereby notified that State Highway Contract No. 2251, for grading the Corbett Station-Rooster Rock Section of the Columbia River Highway, in Multnomah County, has been completed by the contractor, Saxton, Looney & Risley, and that final settlement will be made by the state with said contractor, for work done under said contract, on or after November 11, 1940.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid to the contractor in connection with this contract will be $33,634.47, and that no force account work was performed therein.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

DGD:[illegible]

NOTED
D. G. DeSart

RECEIVED
NOV 6 1940
FOR FILING

24-1030

November 4, 1940

GLENS FALLS INDEMNITY COMPANY
Jewett, Barton, Leavy & Kern, Agents
Lewis Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2251 for 9.30 miles surfacing and oiling on the Jordan Creek-McNamara Camp Section of the Wilson River Highway, in Tillamook County, has been completed by the contractor, Sexton, Looney & Risley, and that final settlement will be made by the state with said contractor, for work done under said contract, on or after November 14, 1940.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid to the contractor in connection with this contract will be $33,634.47, including final payment, and that no force account work was performed therein.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

DGD:MRL

NOTED
D. G. DeSart

R. H. Baldock

RECEIVED
OCT 31 1940
FOR FILING

29-1030

October 15th, 1940

COST ANALYSIS-FINAL REPORT
Jordan Creek-McNamers Camp Section
Wilson River Highway

Prefix 29-1030

Contract #2251
Saxton, Looney & Risley, Contractors - Assigned to J. C. Compton
J. H. Scott, Resident Engineer

Description	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
1¼"-0" Mat'l in Base	$9,298.37	7,382.5 cu. yd.	1.26	1.46	$10,778.45
3/4"-½" Cr. Mat'l in S.P.	1,621.80	1,376.4 " "	1.18	1.59	2,188.48
½"-¼" " " " "	1,166.34	989.8 " "	1.18	1.59	1,573.78
¼"-10 Mesh " " "	826.00	700.9 " "	1.18	1.59	1,114.43
Preparation of Base	640.56	9.25 Mile	69.24	100.00	925.00
Cover Mat'l in Binder	1,630.41	1,128 cu. yd.	1.44	2.30	2,594.40
Mineral Aggregate in Place	3,619.32	1,800 " "	2.01	2.30	4,140.00
RC-3 Asphalt in Binder	4,330.94	232.27 Ton	18.64	18.90	4,389.90
SC-6 in Place	3,595.30	157.44 "	22.83	22.30	3,510.91
Screen Rejects	225.98	903.9 cu. yd.	0.25	0.25	225.98
" " Haul	26.35	280.2 yd. mi.	0.09	0.10	28.02
Haul Adjustment 1¼"-0" Mat'l in Base	18.79	187.9 yd. mi.	0.10	0.10	18.79
Haul Adjustment, Crushed Mat'l in Stockpile	81.40	814.0 yd. mi.	0.10	0.10	81.40
PA #1, 1½"-0" Rejects in Place	934.72	2,886 cu. yd.	0.32	0.40	1,154.40
Haul 1½"-0" Rejects	832.54	9,277 yd. mi.	0.09	0.10	927.70
	$28,848.82				$33,651.64

Gross Revenue	$33,651.64
Total Cost	28,848.82
Net Profit	$4,802.82

Net Profit Equals 14.2% of Gross Revenue

NOTED
State Highway Engineer

Jordan Creek-McNamers

Detail of Cost

Labor:			
Supervision		$923.79	
Labor		8,113.36	
State Industrial Insurance		595.57	
Unemployment Insurance		361.49	
Social Security		90.37	
			$10,084.58
Materials:			
SC-6	157.44 Tons at $4.90	$771.46	
RC-3	232.27 " " 9.50	2,206.57	
Freight RC-3		789.65	
SC-6		1,794.93	
Demurrage		27.21	
Royalty - Gravel		465.45	
			6,055.27
Equipment Rental, Small Tools & Supplies:			
Equipment Rental		$4,660.03	
Hired Equipment		2,819.58	
Gas, Oil and Grease		2,827.28	
Small Tools & Misc. Supplies		1,088.12	
Main Office Expense		610.00	
Bond		336.51	
Lumber		304.30	
Public Utility Commission		22.25	
Freight & Cartage		40.30	
			12,708.97
Total Cost			$28,848.82

Jordan Creek-McNamers

Breakdown of Costs

Crushing:

	Cost	Yardage	Unit Cost
Move In & Set Up	$2,571.71	12,249.6 cu. yd.	$0.21
Load in Pit	1,764.28	16,263.6 " "	0.11
Haul to Plant	1,527.26	" " " "	0.09
Crush	5,709.38	12,249.6 " "	0.46
Haul to Road & Stockpile	4,669.01	" " " "	0.29
Handle on Road	1,381.15	11,396.5 " "	0.12
Oiling:			
Supervision	$550.37		
Move In & Set Up	575.73		
Heat SC-6	172.72	157.44 Ton	$1.10
Heat RC-3	191.54	232.27 "	0.83
Haul Oil	460.17	389.71 "	1.18
Spread Oil	311.56	" "	0.79
Load & Haul Aggregate	1,996.68	4,014 cu. yd.	0.50
Handle Aggregate on Road	897.14	" " "	0.23
Purchase SC-6	2,577.37	157.44 Ton	16.37
" RC-3	3,012.45	232.27 "	12.96

Jordan Creek-McNamers

REMARKS:

This contract was bid and awarded December 7th, 1939 to Saxton, Looney & Risley. Shortly thereafter the company went bankrupt, and the contract was assigned by the bonding company to J. C. Compton. The plant set up was then started February 19th; crushing was begun April 1st, oiling started May 6th, and the contract was complete on May 18th.

Although Wilson River bars in addition to quarries were mentioned in the bid proposal, the bid was based on the use of a quarry that lay at the east end of the project because it was thought that there was not sufficient rock in any available bar. However, after the job was awarded, further search of the river convinced the contractor that sufficient rock could be secured from a bar at Station 1128 near the center of the project. Use of this bar in addition to eliminating stripping and shooting of the quarry, decreased the haul from an average of 4.65 miles to 2.52 miles. Also, the specification called for 1,128 cu. yds. of 3/4"-1/8" cover material that could be screened gravel, and the use of this bar would eliminate the crushing of that amount.

Equipment consisted of a ½ cu. yd. shovel for loading out of the bar, 2 - 1½ ton trucks for hauling to the plant, an 18" x 36" jaw, 28" Gyratory, 2 diesel motors, 2 screens, 5 - 1½ ton trucks for hauling to the road, 1 - 10 ton roller and one power blade. All sizes of rock were screened and crushed at one time; the 3/4"-1/8" cover rock was scalped out of the 1¼"-0" rejects, the 1½" + rock then passed through the primary crusher to the first screen where the 1½"-0" base rock was removed; the 1½"+ then went to the Gyratory crusher and thence to an oil screen where the mineral aggregate and stockpile rock was removed. The progress was fair, an average of 35 cu. yd. of crushed rock and 11.3 cu. yd. of screened rock an hour being produced. Costs were fairly high, however, due to excessive supervision and an expensive set-up.

Oiling was handled in the usually efficient manner of J. C. Compton.

A good profit is shown on this contract due to the bid which was based on the use of a quarry and an unusually versatile plant set-up whereby all materials were produced in one continuous operation.

E. H. Clymer
Cost Analyst

By . . J. D. Nelson

RECEIVED
OCT 2 1940
FOR FILING

29-1030

October 1, 1940

Glens Falls Indemnity Company
Jewett, Barton, Leavy & Kern
Lewis Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Saxton, Looney & Risley on Contract No. 2251, Jordan Creek-McNamara Camp Section of the Wilson River Highway, in Tillamook County. This payment will be made on or after October 11, 1940.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

RECEIVED
JUN 3 1940
FOR FILING

29-1030

May 31, 1940

Wright-Blodgett Company, Ltd.
Public Service Building
Portland, Oregon

Gentlemen:

The quantities listed in our letter of May 28, in connection with Mr. J. C. Compton's work under Contract No. 2251, are in accordance with those shown on the field engineer's monthly estimate for work done to May 15, 1940.

This project has not been completed and other estimates are yet to be received from the field. These future estimates may indicate additional quantities.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by G. Hester/GS

WRIGHT-BLODGETT COMPANY, LIMITED

WESTERN OFFICE

PUBLIC SERVICE BUILDING

PORTLAND, OREGON

E. S. TANNER
Agent

May 29, 1940

Mr. R. H. Baldock
Oregon State Highway Commission
Salem, Oregon

Attention: Mr. S. H. Probert

Dear Sir:

Your letter of the 28th with reference to gravel produced by J. C. Compton (Contract No.2251) is received, and it is noted that a total of 15,515 cubic yards was delivered. In the same mail we received advice from Mr. Compton that there were 16,615 cubic yards removed from our property; and since the figures are so similar we concluded there might be a typographical error in the figures furnished, so we would appreciate your checking your records and letting us know if 15,515 as a total cubic yards is correct.

Very truly yours,

WRIGHT-BLODGETT COMPANY, LTD.

G

By L. M. Bingley

29-1030

May 28, 1940

Wright Blodgett Company, Ltd.
Public Service Building
Portland, Oregon

Gentlemen:

The quantities produced by Mr. J. C. Compton in connection with Contract No. 2251 on the Jordan Creek-McNamers Camp Section of the Wilson River Highway in Tillamook County, as indicated on the field engineer's monthly estimate No. 2 for work done to May 15, 1940, is as follows:

Crushed Materials in Stockpile	2,750	cu. yds.
Screen Rejections	3,475	" "
$1\frac{1}{4}$" - 0" Material in Base	7,390	" "
Mineral Aggregate on Hand	1,900	" "

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by G. Hester/GS

29-1030

May 28, 1940

Wright Blodgett Company, Ltd.
Public Service Building
Portland, Oregon

Gentlemen:

The quantities produced by Mr. J. C. Compton in connection with Contract No. 2251 on the Jordan Creek-McNamers Camp Section of the Wilson River Highway in Tillamock County, as indicated on the field engineer's monthly estimate No. 2 for work done to May 15, 1940, is as follows:

Crushed Materials in Stockpile	2,750	cu.	yds.
Screen Rejections	3,475	"	"
1¼" - 0" Material in Base	7,390	"	"
Mineral Aggregate on Hand	1,900	"	"

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by C. Nester/GS

WRIGHT-BLODGETT COMPANY, LIMITED
WESTERN OFFICE
PUBLIC SERVICE BUILDING
PORTLAND, OREGON

E. B. TANNER
Agent

RECEIVED
MAY 25

May 24, 1940

Cont. 2251
29-1030

R. H. Baldock
State Highway Department
Salem, Oregon

Dear Sir:

During the absence of the writer last February, an informal contract was made with J. C. Compton whereby we sold him gravel from Section 17, T 1 N, R 7 W, owned by us - payment to be made on the basis of actual yardage as determined by deliveries to the Highway Department. It would therefore be appreciated if you would instruct the proper authorities within your Department to furnish us copies of the statements showing quantities delivered by them within that district.

Very truly yours,

WRIGHT-BLODGETT COMPANY, LTD.

By E. B. Tanner

EBT:G

Form E-1—5M—9-39

✓

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 18th, 1940

Section Jordan Creek-McNamurs

Kind of work surfacing, oil macadam, maint rock

Highway Wilson River

Section prefix 29-1030 State

Contractor Saxton, Lonney & Risley (J.C.Compton)

Contract number 2251

Date of contract December 7th, 1939

Date of completion July 31st, 1940

Date work started February 20th, 1940

Estimated date of completion May 22nd, 1940

Amount of contract $ 31789.00

Per cent of time elapsed 66.9 %

Estimated cost of completed project, exclusive of engineering $ 36000.00

Per cent of contract completed, based on total contract price %

Engineering cost to date, $ 971.10, 3.00 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The prime was all completed last week but the SC-6 for the 9-30 did not arrive until Monday night. Risley ran his plant Monday and Tuesday and until noon Wednesday as there was a light rain on those days. It was cloudy Wednesday but warm and the road was dry by noon. The putting down of oil was completed Friday. Equipment is blading and brooming rock over the road as it shows sign of bleeding. Also, taking care of the shoulders. There is a full day of crushing and perhaps a few hours more.

The oil went down nicely and held all the rock and the job looks fine.

NOTED
RAY WEBB

NOTED
H.W. LIBBY

RECEIVED
MAY 20 1940
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

NOTED
VAN SCOY

RECEIVED
MAY 20 1940

Signed J.H.Scott J. H. Scott

Address Nehalem, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			9.6	9.6	
Miles partially completed			x2x2	9x6xx	
Miles completed			9.6	9.6	
Total estimated quantities			13000 +3100	rejects	
Estimated quantities moved or placed to date			all		
Average daily quantities			500		
Average daily quantities necessary to complete project on time					
Number shifts per day			2 on crusher		
Hours per shift			x2 7		
Average force on project for week			40		

Percentages of men employed on contract to be secured from: anywhere

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM 320 COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men	25					15	40
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 2, Rollers 2, Mixers ...., Crushing or screening plants 1,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., 15 trucks, ..., ...

May	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday 12	clear		
Monday 13	"		SC-6 arrived tonoght
Tuesday 14	light rain - too wet to oil but crusher ran		
Wednesday 15	Light rain AM		started oil PM
Thursday 16th	clear and hot		
Friday 17th	"	"	
Saturday 18	"	"	

RECEIVED
FEB 9 1940
FOR FILING

29-1030

February 9, 1940

Glens Falls Indemnity Company
Jewett, Barton, Leavy & Kern, Agents,
Lewis Building
Portland, Oregon

Gentlemen:

We are forwarding to you today, by express, a fully executed copy of Contract No. 2251, for 9.31 miles surfacing and oiling on the Jordan Creek-McNamers Camp Section of the Wilson River Highway, in Tillamook County, which was awarded to Saxton, Looney & Risley on December 7, 1939.

On January 26, 1940, Saxton, Looney & Risley assigned to J. C. Compton, McMinnville, all right, title and interest in and to all monies earned or to be earned under this contract. A copy of the assignment is attached thereto.

This copy is being forwarded to you inasmuch as you appear surety on the bond and is for your records and files.

Very truly yours,

JM:AM

Secretary

RECEIVED
FEB 9 1940
FOR FILING

29-1020

February 9, 1940

Mr. J. C. Compton
McMinnville, Oregon

Dear Sir:

We are forwarding to you today, by express, a fully executed copy of Contract No. 2251, for 9.31 miles surfacing and oiling on the Jordan Creek-McNamers Camp Section of the Wilson River Highway, in Tillamook County, which was awarded to Saxton, Looney & Risley on December 7, 1939.

This copy is being forwarded to you inasmuch as Saxton, Looney & Risley, on January 26, 1940, assigned to you all right, title and interest in and to all monies earned or to be earned under this contract. A copy of the assignment is attached to the contract. This is for your records and files.

Very truly yours,

JM:AM

Secretary

Form E-30—Revised—[illegible]—6-30

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 7, 1940

27-103

Subject: Contract No. 2251

To: Mr. R. H. Baldock,

Office.

Dear Sir:

Recently the Commission awarded to Saxton, Looney & Risley a contract for the construction of 9.31 miles of surfacing and oiling on the Jordan Creek-McNamars Camps Section of the Wilson River Highway in Tillamook County. The bidders had difficulty getting their construction bond and at their request additional time was granted.

It appears now that the bidders have executed the contract and have furnished a satisfactory construction bond, and in connection with the execution of the contract they have made an assignment of all moneys earned under the contract to J. C. Compton, and I understand that Mr. Compton will assume responsibility for the construction of the work and the disbursement of the money. The four copies of the contract will be before the Commission for execution at its next meeting.

It is my opinion that the transaction is regular and that the Commission has lawful authority and should execute the contract in its present form and should approve the assignment of the money to Mr. Compton. I see no objection to so advising Mr. Compton and permitting him to start work at any time he wants to.

There have been four originals of the assignment of the money executed and one shall be attached to each copy of the contract. We should make sure that when warrants are drawn in payment of work performed under the contract they should each be made payable to Saxton, Looney & Risley, assigned to J. C. Compton, and delivered to Mr. Compton, and his signature will be sufficient to accomplish payment of the check or warrant.

If it should develop as this work progresses that a complete assignment of the contract will best protect the funds as against creditors of Saxton, Looney & Risley, then I advise that the Commission honor and approve an assignment of the entire contract to J. C. Compton.

Yours very truly,

JMD:PW

J. M. DEVERS

RECEIVED
AUG 21 1940
FOR FILING

File

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

51-113[illegible]

Salem, Oregon
January 26, 1940

Subject: Saxton, Looney & Risley bids.

REFERRED TO
By Asst. State Highway Engineer

To: Mr. R. H. Baldock,
Office.

Dear Sir:

The Highway Commission has on two separate occasions considered the matter of awarding to Saxton, Looney & Risley the contract for the construction of 9.31 miles of surfacing and oiling on the Jordan Creek-McNamars Camp Section of the Wilson River Highway in Tillamook County and the awarding of the contract for the construction of 5.1 miles of surfacing and oiling on the Warm Springs Agency-Vanora Section of the Warm Springs Secondary Highway in Jefferson County, in connection with which matters the Commission granted to the bidders additional time within which to execute the construction contracts and furnish the supporting bonds.

It appears now that the bidders will complete the transaction with respect to the Tillamook County job but may default with respect to the Warm Springs job. With respect to the Tillamook County job the bidders after executing the contract and furnishing the required bond will ask permission to assign to J. C. Compton all of the moneys earned under that contract, with the understanding that J. C. Compton is to take charge of the job and see that it is completed pursuant to the contract, and that the money is applied in payment of labor and material claims and other debts incurred in the performance of the job.

It is my opinion and therefore my advice that this procedure is legal and within the authority of the Commission, and if the contract is properly executed and a satisfactory bond furnished, then the Commission has lawful authority to accept and approve such assignment of moneys, but I recommend that the letter of acceptance contain some special provision, and I would therefore like to see the letter before it goes out and have the opportunity to prepare it.

If the bidders default with respect to the Warm Springs job, then I recommend that a letter by the Commission go out, which letter may be signed by the Secretary of the Commission, declaring the default and demanding that the amount of the bond be paid. If opportunity arises for this action, I will prepare the form of letter.

Yours very truly,

J. M. Devers

J. M. DEVERS

JMD:PW

REFERRED TO
By State Highway Engineer

see me re this at once

Form E-20—Revised—15M—4-38

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 1, 1940

Subject: Saxton, Looney & Risley contract for construction of 9.3 miles surfacing and oiling on Wilson River Highway

To:

Mr. S. H. Probert,

Office.

Dear Sir:

Attached is a letter from Glens Falls Indemnity Company consenting to the assignment made by Saxton, Looney & Risley in favor of J. C. Compton. This is in connection with the contract for the construction of 9.3 miles of surfacing and oiling on the Jordan Creek-McNamers Camp Section of the Wilson River Highway in Tillamook County.

Yours very truly,

J M Devers
J. M. DEVERS

JMD:PW
Enc.

29-1030

29-1030

1/25/40

Memorandum to H. B. Glaisyer from J. M. Devers, with pencil notations by Mr. Glaisyer, re notifications to Saxton, Looney and Risley and the Surety of Commission's action in granting bidders two weeks additional time within which to execute the contracts and furnish the bonds.

FILED ON 116-1009

18, 1940

ley among other bidders
oposal for which the
ay construction on the
Jerome
n River Highway in Tillamook County, which
way Commission to be the
lowest and best bid for said work,
ore, the Commission awarded to said bidders the contract for said highway construction.

In due time the construction contract was prepared and the form of contract or performance bond was prepared and both were submitted to the bidders for execution of the contract and the accompanying bond, but neither the contract nor the bond have been executed.

Thereafter the bidders came before the Highway Commission and requested that they be given additional time within which to execute the contract and furnish the required bond.

The Commission by official action taken at its meeting held in Portland on the twelfth of January, 1940, granted the bidders' request and extended the time two weeks within which to execute said contract and furnish a satisfactory performance bond. If by the end of that period of time, the final date of which is January 27th, 1940, the contract and bond have not been properly executed and delivered to the Commission, the Commission will determine and conclude that the bidders have abandoned the contract and the Commission will thereupon proceed to recover the full amount of the bidders' bond.

The bidders supported their bid with a bidders' bond which was executed by the Maryland Casualty Company as surety. Therefore, this letter and notice is addressed not only to the bidders but to the Maryland Casualty Company. You will each please treat this notice as final.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

HBG:PW
JMD

29-1030

January 16, 1940

Saxton, Looney & Risley,
Oak Grove, Oregon.

Maryland Casualty Company,
℅ Charles A. Mansfield,
510 Lewis Building,
Portland, Oregon.

Gentlemen:

The above firm of Saxton, Looney & Risley among other bidders submitted to the Highway Commission a bid or proposal for which the bidders agreed to construct 9.30 miles of highway construction on the Jordan Creek-McNamara Camp Section of the Wilson River Highway in Tillamook County, which bid was adjudged by the Highway Commission to be the lowest and best bid for said work, and, therefore, the Commission awarded to said bidders the contract for said highway construction.

In due time the construction contract was prepared and the form of contract or performance bond was prepared and both were submitted to the bidders for execution of the contract and the accompanying bond, but neither the contract nor the bond have been executed.

Thereafter the bidders came before the Highway Commission and requested that they be given additional time within which to execute the contract and furnish the required bond.

The Commission by official action taken at its meeting held in Portland on the twelfth of January, 1940, granted the bidders' request and extended the time two weeks within which to execute said contract and furnish a satisfactory performance bond. If by the end of that period of time, the final date of which is January 27th, 1940, the contract and bond have not been properly executed and delivered to the Commission, the Commission will determine and conclude that the bidders have abandoned the contract and the Commission will thereupon proceed to recover the full amount of the bidders' bond.

The bidders supported their bid with a bidders' bond which was executed by the Maryland Casualty Company as surety. Therefore, this letter and notice is addressed not only to the bidders but to the Maryland Casualty Company. You will each please treat this notice as final.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

MBG:PW
JMD

RECEIVED
JAN 1 1940
FOR FILING

29-1030

116-1009

January 2, 1939

Saxton, Looney & Risley,
Oak Grove, Oregon.

Dear Sirs:

On December 12th we forwarded to you by express four copies each of contracts Nos. [illegible]51, Jordan Creek-McNamara Camp Section in Tillamook County, and 2856, Warm Springs Agency-Vanora Section in Jefferson County.

We requested that the above contracts be executed as to agreement and bond and that they be returned to this office for further handling. To date we have not received a reply from you. Will you please advise if you received the contracts and when we may expect to have them returned.

Very truly yours,

Secretary.

Dict. by J. McFarland.

39-1036

December 12, 1939

SAXTON, LOONEY & RISLEY
Oak Grove, Oregon

Gentlemen:

We are sending you today by express four copies of Contract No. 2251 which was awarded to you by the State Highway Commission on December 7, 1939, covering the surfacing and oiling of the Jordan Creek-McNamara Camp Section of the Wilson River Highway, in Tillamook County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 5 (p. 14) of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the mimeographed page immediately following page No. 26 of the mimeographed special provisions, relating to the payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

P.S. Please call for this package at Milwaukie, which is the nearest location of an express office.

29-1030

December 8, 1939

Saxton, Looney & Risley

Oak Grove, Oregon

Gentlemen:

The State Highway Commission on December 7, 1939, awarded you the contract for 9.3 miles surfacing and oiling, also furnishing of 3,000 cu. yds. crushed materials in stock piles, on the Jordan Creek-McNamers Camp Section of the Wilson River Highway, in Tillamook County. This award was based on your low bid of $31,789, using road oil, submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

HBG:AM

Secretary

cc - Mr. S. H. Probert
Mr. G. S. Paxson

CONTRACT #[redacted] 2252

FA 191-F-1 Devils Lake Fork Bridge 1939
Wilson River Hwy.
#2252

RECEIVED
APR 4 1942
FOR FILING

191-F-1

April 3, 1942

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

In accord with the request contained in your letter of March 23, 1942, we are enclosing herewith four copies of excerpts from the minutes of the meeting on October 17, 1941, of the State Highway Commission, covering an extension of time for Contract No. 2252, Devils Lake Fork Bridge, Project No. FA 191-F (1).

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/slf

R

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

EXCERPT FROM MINUTES OF MEETING ON OCTOBER 17, 1941

OF THE OREGON STATE HIGHWAY COMMISSION

McNutt Bros., contract No. 2252, for construction of a bridge over Devils Lake Fork on the Wilson River Highway, in Tillamook County, requested an extension of time, from November 30, 1940, to August 3, 1941, within which to complete this job. They attributed their failure to complete the project within the specified time limit to adverse weather conditions which would not permit painting of the structure. The Engineer advised that adverse weather conditions prevailed during the fall of 1940, which would not permit a good painting job, and on October 28, 1940, he ordered the contractors to discontinue such work until suitable weather in the spring of 1941, so they are entitled to an automatic extension of time during this intervening period. The painting work was actually completed on July 11, 1941. He recommended that the extension of time up to July 11, 1941, be granted, subject to the condition that the contractor be required to reimburse the state for extra engineering costs incurred between July 1 and July 11, 1941. A letter was presented from the Public Roads Administration concurring therein. The Commission approved the recommendation.

[illegible]
District Engineer

RECEIVED
AP[illegible] 1942
FOR FILING

R

191-F-1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

March 23, 1942

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Will you please furnish four copies of the customary excerpt from the minutes of the Highway Commission regarding the extension of contract time granted McNutt Bros. in connection with Oregon Federal Aid Project FAP 191-F (1), your Contract No. 2252.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Jw

RECEIVED
NOV 21 1941
FOR FILING

191-7-1

R

November 19, 1941

McNutt Brothers
351½ East Broadway
Eugene, Oregon

Gentlemen:

The State Highway Commission at its meeting on October 17, 1941, granted your request for an extension of time from November 30, 1940, to July 11, 1941, in connection with contract No. 2252 for construction of a bridge over Devils Lake Fork on the Wilson River Highway, in Tillamook County, subject to the condition that you reimburse the state for extra engineering expense incurred subsequent to July 1, 1941.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

cc - F. B. Eason

RECEIVED
OCT 27 1941
FOR FILING

R

191-7-1

October 25, 1941

Maryland Casualty Company
Hansen & Rowland, Inc.
Washington Building
Tacoma, Washington

Gentlemen:

You are hereby notified that state highway contract No. 2252 for work on the bridge over Devils Lake Fork, in Tillamook County, has been completed by the contractors, McNutt Brothers, and that final settlement will be made on or after November 4, 1941.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you since you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $95,837.67, including final payment, of which $299.08 is for force account work. This contract was completed on July 11, 1941, and accepted by the Commission October 17, 1941.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

MM

NOTED
D. C. DeSart

RECEIVED
SEP 15 1941
FOR FILING

191-F-1

R

September 15, 1941

Mr. E. L. McDougal
1401 American Bank Bldg.
Portland, Oregon

Dear Sir:

Thank you for your letter of September 5 advising that the claim of Poole & McGonigle against McNutt Brothers and the Maryland Casualty Company, for material furnished on contract No. 2252 for construction of the Devils Lake Fork Bridge on the Wilson River Highway, in Tillamook County, has been paid in full.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

DGD:MB

NOTED
D. DeSart

91

E. L. McDOUGAL
H. LAWRENCE LISTER
W. A. PALMER
F. C. McDOUGAL

LAW OFFICES OF
E. L. McDOUGAL
1401-1437 AMERICAN BANK BUILDING
PORTLAND, OREGON

September 5, 1941

Oregon State Highway Commission
State of Oregon
Salem, Oregon

Gentlemen:

Re: State Highway Contract No. 2252
McNutt Bros., Contractors
Devils Lake Fork Bridge on
Wilson River Highway, Tillamook Cty.
Our File No. 33994

With reference to State Highway Contract # 2252, which you had with McNutt Bros. for the construction of the Devils Lake Fork Bridge on the Wilson River Highway in Tillamook County, Oregon, I wish to advise that McNutt Bros. have paid our clients, Poole & McGonigle, in full.

Yours very truly,

E. L. MC DOUGAL

5:K

cc--Maryland Casualty Co.
Hansen & Rowland, Inc.
Washington Building
Tacoma, Wash.

REFERRED TO
Dekart
BY SECRETARY

acknowledge and thanks.
note on card.
OWS

RECEIVED
PORTLAND

R

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1
POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

RECEIVED
AUG - 9 1941
OREGON
STATE HIGHWAY COMMISSION

Stencil No. 8.

IN YOUR REPLY PLEASE
REFER TO FILE No.

191-F-1

August 7, 1941

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAP 191-F (1), Devils Lake Fork of Wilson River Bridge ______, was made by a representative of this office on August 1, 1941, subject to submission of Form PR 47.
Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Ion

NOTED
D. G. DeSart

RECEIVED

191-F-1

February 26, 1941

Mr. E. L. McDougal
1401-1437 American Bank Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of February 20 inquiring as to the dates of completion and acceptance of State Highway Contract No. 2252 with McNutt Bros. for construction of the Devils Lake Fork Bridge on the Wilson River Highway, in Tillamook County.

You are advised that this contract has not yet been completed and, of course, not accepted by the Commission.

The Maryland Casualty Company furnished the bond on this job, through their agent, Hansen & Rowland, Inc., Washington Building, Tacoma, Washington.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

DGD:mbl

NOTED
D. G. DeSart

9

LAW OFFICES OF
E. L. McDOUGAL
1401-1437 AMERICAN BANK BUILDING
PORTLAND, OREGON

E. L. McDOUGAL
RANDALL S. JONES
H. LAWRENCE LISTER
W. A. PALMER
F. C. McDOUGAL

RECEIVED
FEB 21 1941
STATE HIGHWAY COMMISSION

February 20, 1941

Oregon State Highway Commission
State of Oregon
Salem, Oregon

Gentlemen:

Re: Poole & McGonigle, Inc.
vs. McNutt Bros. - Our # 33970

McNutt Brothers of Eugene, Oregon, have a contract with you on the Devils Lake Fork Bridge, Wilson River Highway. Our clients, Poole & McGonigle, Inc. furnished material on this job covering the period from April 20th to September 5th, 1940.

Will you please advise when the work was completed and accepted by the State Highway Commission and what bonding company carried the bond on the job for McNutt Brothers.

Yours very truly,

E. L. MC DOUGAL

5:K

-5330

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AUG 13 1940
FOR FILING

191-F-1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon FAP 191-F (1)
Devils Lake Fork of Wilson River
Wilson River Highway

June 10, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Jwn

Wa4pr-5330

Form P. R. 2

State Oregon

Federal Aid Project No. 191-F(1)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of May, 1940

by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 5th day of December, 1938, a project statement, which was approved on the 9th day of January, 1939, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section F (1) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 22d day of November 1939; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of sixty-four thousand, eight hundred forty and 00/100 dollars ($64,840.00) as the share of the United States payable under said act on account of Section F (1) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, laws 1917; Chap. 31, laws 1920; (Include date and citation of act of legislature by which authorized)
Chap. 529, laws 1939.

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 1674+70 in the N.W. ¼ Sec. 35, T. 2 N.,
R. 6 W., W.M., and survey station 1680+72 in the N.E. ¼, Sec. 34, T. 2 N.,
R. 6 W., W.M.

, length 0.114 of a mile~~s~~ in Tillamook County, being Section F (1) of Oregon Federal Aid project No. 191, consisting of no miles of roadway and 1 bridge[illegible] of more than 20 feet clear span, 0.114 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section F (1) of said project shall not in any event exceed the sum of sixty-four thousand, eight hundred forty and 00/100 dollars ($64,840.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred eight thousand, fifty-five and 75/100 dollars ($108,055.75), the approved total estimated cost of Section F (1) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) Chap. 329, laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ________ day of MAY 24 1940, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By ________
Member, State Highway Commission
(Title of officer)

By ________
Member, State Highway Commission
(Title of officer)

By ________
____
(Title of officer)

By ________
____
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11879

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. 191-F (1) State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $108,055.75 as the total estimated cost of said project, and the sum of $64,840.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of MAY 24 1940

one thousand nine hundred and ______

FEDERAL WORKS ADMINISTRATOR,

By ______
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10120

191-F-1

RECEIVED
SEP 11 1940
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

April 17, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office, covering Oregon Federal Aid Project No. 191-F (1), Devils Lake Fork Bridge on the Wilson River Highway.

Recommendation of approval is subject to the submission of satisfactory shop plans.

Enclosed is an approved copy of the detail estimate upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By LCaufield
L. J. Caufield
Sr. Highway Engineer

Encls.

RECEIVED
JUL 22 1940
FOR FILING

191-F-1

February 3, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Devils Lake Fork Bridge, Project No. FA 191-F (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department   Federal Aid Project No. 191-F (1)

DEVILS LAKE FORK BRIDGE ON THE WILSON RIVER HIGHWAY IN TILLAMOOK COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 30, 1939

640	cu. yds.	Structural Excavation	$ 4.00	$ 2,560.00
40	cu. yds.	Structural Excavation Below Plans	8.00	320.00
900	lin. ft.	Furnish Steel Foundation Piling	2.65	2,385.00
14	only	Drive Steel Foundation Piling	80.00	1,120.00
170	cu. yds.	Class "B" Concrete	22.00	3,740.00
600	cu. yds.	Class "A" Concrete	22.00	13,200.00
105,000	lbs.	Metal Reinforcement	.0475	4,987.50
320	lbs.	Copper and Bronze	1.00	320.00
494,000	lbs.	Structural Silicon Steel	.07	34,580.00
410,000	lbs.	Structural Carbon Steel	.068	27,880.00
1,190	lin. ft.	Metal Handrail	6.00	7,140.00
			Subtotal	$ 98,232.50
			10% Engr. & Cont.	9,823.25
			Total	$ 108,055.75

Length   0.114 mile

Federal Aid Funds- -	$ 64,840.00
State Funds- -	43,215.75
	$ 108,055.75

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

NOV 25 1939

November 22, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 191-F (1), the Devils Lake Fork Bridge on the Wilson River Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Sr. Highway Engineer

RECEIVED
JAN 9 1940
FOR FILING

191-F-1

January 8, 1940

McNutt Brothers
351½ E. Broadway
Eugene, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2252 which was awarded to you by the State Highway Commission on December 7, 1939, covering the construction of a bridge over Devils Lake Fork of the Wilson River, on the Wilson River Highway, in Tillamook County.

This copy is for your records and files,

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

RECEIVED
JAN 9 1940
FOR FILING

191-F-1

January 8, 1940.

MARYLAND CASUALTY COMPANY
c/o Hansen & Rowland, Agents
Washington Building
Tacoma, Washington

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2252 which was awarded to McNutt Bros. by the State Highway Commission on December 7, 1939, covering the construction of a bridge over Devils Lake Fork of the Wilson River, on the Wilson River Highway, in Tillamook County.

Inasmuch as you are surety for the contractor on this job, we are sending you this copy of the contract for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

RECEIVED
DEC 15 1939
FOR FILING

191-F-1

December 14, 1939

McNUTT BROTHERS
951½ East Broadway
Eugene, Oregon

Gentlemen:

We are sending you today by express four copies of Contract No. 2252 which was awarded to you by the State Highway Commission on December 7, 1939, covering the construction of a bridge over Devils Lake Fork of Wilson River on the Wilson River Highway, in Tillamook County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 7 of the printed General Provisions, relating to the Workmen's Compensation Act. You will be expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MDL

FA 191-F-1

December 8, 1939

McNutt Brothers
351½ East Broadway
Eugene, Oregon

Gentlemen:

The State Highway Commission on December 7, 1939, awarded you the contract for construction of a 606 foot steel and concrete viaduct over Devils Lake Fork of the Wilson River on the Wilson River Highway, in Tillamook County. This award was based on your low bid of $98,232.50 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary

HBG:AM

cc - Mr. S. H. Probert
Mr. G. S. Paxson

F-191-F-1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

DEC 11 19[illegible]

December 7, 1939

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. 191-F (1), construction of a 606-foot steel and concrete viaduct over Devils Lake Fork of Wilson River on Wilson River Highway, to McNutt Bros., Eugene, Oregon, who submitted the low bid.

Very truly yours,

W H Lynch

W. H. LYNCH,
District Engineer.

November 18, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and three copies of right of way statement for the Devils Lake Fork Bridge, Project No. 191-F (1).

Five bid proposals and five sets of blueprint plans are being sent under seperate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 191-F (1)

DEVILS LAKE FORK BRIDGE ON THE
WILSON RIVER HIGHWAY IN TILLAMOOK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 17, 1939

640	cu. yds.	Structural Excavation	$ 3.00	$ 1,920.00
40	cu. yds.	Structural Excavation Below Plans	5.00	200.00
900	lin. ft.	Furnish Steel Foundation Piling	2.50	2,250.00
14	only	Drive Steel Foundation Piling	50.00	700.00
170	cu. yds.	Class "B" Concrete	20.00	3,400.00
600	cu. yds.	Class "A" Concrete	21.00	12,600.00
105,000	lbs.	Metal Reinforcement	.055	5,775.00
320	lbs.	Copper and Bronze	.75	240.00
494,000	lbs.	Structural Silicon Steel	.085	41,990.00
410,000	lbs.	Structural Carbon Steel	.0775	31,775.00
1,190	lin. ft.	Metal Handrail	5.00	5,950.00
			Subtotal	$106,800.00
			10% Engr. & Cont.	10,680.00
			Total	$117,480.00

Length 0.114 mile

Federal Aid Funds- -	$ 70,490.00
State Funds- -	46,990.00
	$117,480.00

DEVILS LAKE FORK BRIDGE

FEDERAL AID PROJECT NO. 191-F (1)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

November 18, 1939

FORM 1 1500 10-38

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

RECEIVED
MAY 11 1939
FOR FILING

191-F-1

May 6, 1939

Mr. H. G. Smith
Construction Engineer
Office

Dear Sir:

Herewith estimates of cost for a water tunnel to carry the Devil's Fork of Wilson River under the Wilson River Highway.

The drainage area above the site is 9,200 acres. We have a cross-section at the site which shows 420 square feet of area at high water. Talbot's formula with a coefficient of 0.4 gives 376 square feet needed. The Burkli-Zeigler formula requires a minimum of 200 square feet. Since the Burkli-Zeigler formula takes into account stream grade, rainfall rate, and slope of watershed, it is probably more accurate than Talbot. The cross-section area of 420 square feet is obstructed by boulders and debris and can be reduced when adapted to a smooth-sided tunnel. The minimum area should be not less than 275 to 300 square feet.

This estimate is based on an 18-foot wide tunnel with 9-foot sidewalks and a semi-circular roof with 9-foot radius, 600 feet in length.

Concrete	1,540 cu. yds.	at $25.00	$38,500.00
Metal Reinforcement	77,000 lbs.	at 0.05	3,850.00
Excavation	7,500 cu. yds.	at 4.00	30,000.00
			$72,350.00
	Transition curves		7,650.00
			$80,000.00
	Plus 10%		8,000.00
			$88,000.00

State Highway Engineer
NOTED

Mr. H. G. Smith -2- May 6, 1939

The cost of a bridge, taken from a practically complete design, is $115,000.00

I believe that the proposed water tunnel and fill is impracticable and highly dangerous. This locality has the highest rate of rainfall of any locality in Oregon. It is in the Big Burn and the drainage area is covered with dead trees. It can be anticipated that during periods of high water a tremendous amount of drift will be carried for many years to come. It is almost a certainty that a water tunnel of the area proposed will be blocked by drift at some high water period during a very few years. If this tunnel is blocked and the water impounded behind the fill, the fill will go out. Not only will we loose the investment in the fill itself, but a tremendous amount of damage, both to the highway and to private property down the Wilson River Canyon, will result. Responsibility for the damage so occasioned would be placed squarely upon the Highway Department.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP CM
cc C. B. McCullough
R. H. Baldock

[illegible]
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. J. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

RECEIVED
SEP 27 1938
FOR FILING

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
BRIDGE ENGINEER

Const
Projects
Bridges

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

September 26, 1938

Mr. H. G. Smith
Construction Engineer
Office

NOTED
[illegible] Highway Engineer

Dear Sir:

We have made preliminary estimates on the cost of a bridge over the Devil's Lake Fork of Wilson River on the Wilson River Highway in Tillamook County based on a steel tower and girder viaduct similar to Quartz Creek. We estimate that this structure will cost $115,000.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:CM
cc: R. H. Baldock ✓
S. H. Probert

CONTRACT [redacted] 2253

4-1204 Nehalem River-Sunset Summit 1939

2253

4-1204

May 7, 1940

United States Fidelity & Guaranty Company,
H. K. Sprott, Agent,
Bedell Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 2258, for the construction of the Nehalem River-Sunset Summit Section of the Wolf Creek Highway in Clatsop and Washington Counties, has been completed by the contractor, A. S. Wallace, and that final settlement will be made by the State with said contractor for work done under said contract on or after May 17, 1940.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $26,451.29, including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dist. by J. McFarland.

RECEIVED
APR 30 1940
[illegible]

4-1204

April 29, 1940

United States Fidelity & Guaranty Company,
M. K. Sprott, Agent,
Bedell Building,
Portland, Oregon.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to A. S. Wallace on Contract No. 2253, for the construction of the Nehalem River-Sunset [illegible] of the Wolf Creek Highway in Clatsop and Washington Counties. This payment will be made on or after May 9, 1940.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dist. by J. McFarland.

Form E-1—5M—6-39

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 20, 1940

Section Nehalem River-Sunset Summit

Kind of work Rock Production

Highway Wolf Creek

Section prefix 4-1204

Contractor A. S. Wallace

Contract number 2253

Date of contract Dec. 8, 1939

Date of completion June 30, 1940

Date work started Dec. 12, 1939

Estimated date of completion ...., 19....

Amount of contract $ 21,668

Per cent of time elapsed 65.5 %

Estimated cost of completed project, exclusive of engineering $ 23,537.55

plus Elsie-Jew. 2,893.74

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 1190, 4.5 %

Date project was completed ...., 19....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Monday: Chapman complete semi-final estimate and express to Salem.

(Party give Perkins cut-off grades for bridge)

Tuesday to Friday: Party tie in new permanent bench marks on Wolf Creek Highway; run level circuit at Clatskanie.

NOTED

RECEIVED
APR 22 1940
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

Signed J. C. Chapman
J. C. Chapman

Address Jewell, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			19.04		
Miles partially completed					
Miles completed					
Total estimated quantities			19,503		
~~Estimated~~ quantities moved or placed to date			19,503		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	Clear		
Tuesday	Partly cloudy		
Wednesday	Clear to showers		
Thursday	Clear		
Friday	"		
Saturday	"		

STATE PRINTING DEPT.

Form E-1—5M—9-39

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 13, 1940, 19

Section Nehalem River-Sunset Summit

Kind of work Rock Production

Highway Wolf Creek

Section prefix 4-1204

Contractor A. S. Wallace

Contract number 2253

Date of contract Dec. 8, 1939, 19

Date of completion June 30, 1940, 19

Date work started Dec. 12, 1939, 19

Estimated date of completion , 19

Amount of contract $ 21,668

Per cent of time elapsed 62 %

Estimated cost of completed project, exclusive of engineering $ 21,668

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 1035, 5.0 %

Date project was completed April 9, 1940, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The party worked all week remeasuring stockpiles and computing quantities for the semi-final estimate. This estimate will be completed Monday.

Production of rock was completed April 6, and dismantling of the plant was finished April 9, which is considered the date of completion. The contractor still has several heavy pieces of equipment to remove, and camp buildings to dismantle. Since he has no grading equipment on the job, he has requested that the final smoothing up of the plant site be done with a state blade, and that he be billed for the cost.

NOTED
H. W. LIBBY

NOTED
RAY WEBBER

RECEIVED
APR 15 1940
DIVISION ENGINEER
DIVISION 2

Signed J. C. Chapman J. C. Chapman

Address Jewell, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
VAN S

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			19.04		
Miles partially completed					
Miles completed					
Total estimated quantities			19,520		
Estimated quantities moved or placed to date			19,520		
Average daily quantities			800		
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			15		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	"		
Tuesday	"		
Wednesday	Clear		
Thursday	"		
Friday	"		
Saturday	"		

STATE PRINTING DEPT.

Form E-30—Revised—[illegible]—6-30

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 18, 1940

4-1204

Subject: Nehalem River-Sunset Summit
Rock Production Project

To:

Mr. H. G. Smith,
Construction Engineer,
Office.

NOTED
State Highway Engineer

Dear Sir:

In connection with the Nehalem River-Sunset Summit Rock Production Project on the Wolf Creek Highway, we have provided 4,000 yards of graded oil rock material for maintenance purposes. Mr. Collier, who is handling the maintenance of this section of the Wolf Creek Highway, believes that additional material for maintenance will be needed in a 3/4" - 0" size, and is asking that this material be provided by a price agreement, so that it can be stockpiled with the other materials under the contract.

I am submitting herewith a price agreement covering this additional material. Mr. Wallace has verbally consented to the production of this material at his contract price shown on the price agreement. At the rate of progress on this contract, the contract quantities should all be completed and in stockpile by the end of March.

Yours very truly,

F. D. EASON,
Division Engineer.

FDE:AM

RECEIVED
JAN 3 1940
FOR FILING

4-1204

January 3, 1940

Mr. A. S. Wallace

Roseburg, Oregon

Dear Sir:

We are forwarding to you today, by express, a fully executed copy of Contract No. 2253 which was awarded to you on December 8, 1939, for furnishing crushed rock in stock piles on the Nehalem River-Sunset Summit Section of the Wolf Creek Highway, in Clatsop and Washington Counties. This is for your records and files.

Very truly yours,

JM:AM

Secretary

FORM 5-A-1 5M 5-39

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
HURON W. CLOUGH, CANYONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Extra File cy 8

4-1204

December 12, 1939

IN REPLY PLEASE
REFER TO FILE NO.

Mr. A. S. Wallace
Roseburg, Oregon

Dear Sir:

We are sending you today by express four copies of each of the following contracts which were awarded to you by the State Highway Commission on December 8, 1939:

1. Contract No. 2253, for the furnishing of crushed rock in stock piles on the Nehalem River-Sunset Summit Section of the Wolf Creek Highway, in Clatsop and Washington Counties.

2. Contract No. 2255, for the furnishing of crushed rock in stock piles on the Siskiyou Junction-Klamath County Line Section of the Green Springs Highway, in Jackson County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 5 (p. 14) of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the mimeographed page immediately following page No. 15 of the mimeographed Special Provisions, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

4-1204

December 9, 1939

Mr. A. S. Wallace
1249 Harrison St.
Roseburg, Oregon

Dear Sir:

The State Highway Commission on December 8, 1939, awarded you the contract for furnishing 15,600 cu. yds. crushed rock in stock piles on the Nehalem River-Sunset Summit Rock Production Project in Clatsop and Washington Counties. This award was based on your low bid of $21,668 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

AM

Secretary

cc - Mr. S. H. Probert
Mr. G. S. Paxson

CONTRACT 2254

FA 178-B-1 Reedsport (12th St. to 15th 1939
St.), Umpqua Hwy. (Grading &
#2254 Paving)

R.H. Baldock

178-B-1

RECEIVED
JAN 4 1941
FOR FILING

December 6, 1940

FINAL COST ANALYSIS
Reedsport Section
"L" Street in City of Reedsport in Douglas County

Contract 2254
R. I. Stuart & Sons, Contractor

Prefix 10-1020
A. J. Ford, Resident Engineer

NOTED
State Highway Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Trench Excavation	201.23	227.6 Cu Yd	0.884	1.00	227.60
Excavation, Single Classification	750.49	1,736.3 " "	0.432	0.50	868.15
Overhaul	110.75	3,758 Yd.Sta.	0.030	0.02	75.16
Truck Haul	236.80	160.7 Yd.Mi.	0.147	0.10	16.07
12" Sewer Pipe	553.61	663 Lin.Ft.	0.835	1.00	663.00
9" Corr. Iron Pipe	11.69	10 " "	1.169	1.50	15.00
Salvaging Culvert Pipe	29.47	150 " "	0.197	0.50	75.00
Adjusting Manhole	5.40	1	5.40	10.00	10.00
Concrete Catch Basins	321.48	11	29.23	20.00	220.00
Cutting Walks & Aprons	125.37	455.8 Lin.Ft.	0.275	0.05	22.79
Concrete Curbs & Gutters	1,801.82	104.81 Cu.Yd.	17.19	18.00	1,886.58
Concrete Driveway Aprons	407.73	216.17 Sq. Yd.	1.886	2.00	432.34
Salvage Surfacing Materials	539.99	753 Cu.Yd.	0.717	0.50	376.50
3"-0 Materials in Base	1,346.62	888 " "	1.517	1.75	1,554.00
3/4"-0 " " Cushion	506.34	249 " "	2.034	2.00	498.00
3/4"-0 " " Shoulders & Surfacing	146.41	72 " "	2.034	2.00	144.00
Portland Cement Concrete Pavement	15,579.81	8,050.56 Sq.Yd.	1.935	2.10	16,906.18
3/4" Expansion Joints	103.33	584.4 Lin.Ft.	0.177	0.20	116.88
1/2" " "	14.07	102.3 " "	0.138	0.15	15.35
Contraction Joints	172.10	3,893 " "	0.044	0.05	194.65
Dowels	164.83	799	0.206	0.20	159.80
Tie Bars	425.39	6,928.4 Lbs.	0.061	0.07	484.99
Mineral Aggregate	99.61	39 Cu.Yd.	2.554	4.00	156.00
Asphalt in Place	46.81	1.24 Ton	37.75	40.00	49.60
P A #1 Cement Adjustment		-190.8 Bbl.			-490.36
	23,701.15				24,677.28

CONTRACT 2254

Final Cost Analysis (Con't.)

Gross Revenue	24,677.28
Total Cost	23,701.15
Net Profit	976.13

Net Profit equals 3.96% of Gross Revenue

CONTRACT 2254

Details of Cost

LABOR:

Supervision - Miles Stuart	3 months @ $200.00	600.00	
Labor		4,632.45	
State Industrial Accident	4½% of P/R	208.46	
Unemployment Compensation	3% of P/R	138.97	
Old Age Benefit		46.32	
			5,626.20

MATERIALS:

12" Sewer Pipe	663 Lin.Ft.	@ $0.66	437.22	
9" Corr. Iron Pipe	10 " "	@ 0.936	9.36	
Catch Basin Grills	11	@ 6.50	71.50	
Cement	2,412½ Bbl.	@ 2.57	6,200.13	
Concrete Aggregate	1,328 Cu. Yd.	@ 1.60	2,124.80	
" Sand	860 " "	@ 1.35	1,161.00	
3/4" Expansion Joints	584.4 Lin.Ft.	@ 0.08	46.75	
1/2" " "	102.3 " "	@ 0.075	7.67	
Contraction Joints	3,893 " "	@ 0.0148	57.62	
Dowels	799	@ 0.125	99.88	
Dowel Sleeves	160	@ 0.04	6.40	
Tie Bars	6,928.4 Lbs.	@ 0.039	270.20	
3"-0 Screened Gravel	888 Cu.Yd.	@ 1.25	1,110.00	
3/4"0 Crushed Gravel	321 " "	@ 1.25	401.25	
Mineral Aggregate	39 " "	@ 1.25	48.75	
Asphalt	1.24 Tons	@33.43	41.45	
				12,093.98

MISCELLANEOUS:

Equipment Rental (Incl. Repairs)	2,149.50	
Gas, Oil & Grease	990.70	
Move In	631.76	
Batcher Materials	30.00	
Form Lumber	187.00	
Miscellaneous Expenses	1,045.94	
Overhead Expense	452.53	
Home Office Expense	246.77	
Bond	246.77	
		5,980.97
Total Cost		23,701.15

CONTRACT 2254

COST ANALYSIS OF CONCRETE PAVING

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Preparing Subgrade	703.34	8,050.56 Sq.Yd.	.0874		
Forms	1,006.32	" "	.1250		
Concrete Aggregate.25 Cu.Yd. per Sq.Yd.	2,963.55	" "	.3681		
Batching	844.01	" "	.1048		
Batch Haul	724.32	" "	.0900		
Mix	797.15	" "	.0990		
Spread	313.97	" "	.0390		
Finish	1,249.69	" "	.1552		
Cure	241.52	" "	.0300		
Cleanup	64.51	" "	.0080		
Cement 1.12 Sacks per Sq. Yd.	5,770.29	" "	.1119		
	15,579.81	8,050.56 Sq.Yd.	1.935	2.10	16,906.18

Portland Cement concrete paving, on this job, consisted of placing 8050.56 Sq. Yds. of 7" concrete. The prevailing width was 57 feet from curb to curb and was layed in four 11 foot and two 6½ foot strips. Paving was started June 13 and completed July 24 during which the mixer operated 135 hours to average 60 square yards per operating hour. Beaver cement was delivered by railroad car to a point 1/4 mile from the west end of the job. A service truck hauled the cement to the mixer where it was dumped by hand into the skip. Concrete aggregate was delivered by the Umpqua River Navigation Company to a stockpile at the batch bunker at the east end of the job. Water for mixing and curing was taken from city mains at points convenient to the operation. The paving crew consisted of a superintendent, a service truck and a batch truck driver, a crane operator, a batch weigher, a mixer operator, 3 form setters, 4 spreaders who also set steel and joints, a vibrator operator, 2 bull-floaters and 2finishers. Equipment consisted of two trucks, a rented 3/8 yard clamshell shovel, a new Blaw-Knox 4 scale batch weigher, a 4 sack Koehring mixer, a small hand vibrator, and an Ord finishing machine equipped with a full width vibrator.

Two 6½ foot strips were first poured using curbs for forms on one side. On these strips the concrete had to be hand vibrated and finished. Four 11 foot strips were then poured on which a vibrator equipped finisher was used. Work was slowed down constantly by traffic conditions of city work, low water pressure and shortage of cement delivery. Inexperienced labor decreased the efficiency of operation. Paving was done under favorable weather conditions. Although cost of paving was quire high, the bid price was sufficient for the contractor to make a small profit on this item.

CONTRACT 2254

REMARKS:

This was a regular Federal Aid Project and consisted of .22 miles of grading, construction of 2,100 cubic yards of gravel base and surfacing, 8,050 square yards of Portland cement concrete pavement, sewers, drains, curbs, gutters, driveways, footpaths and other incidental work. The contract was bid and awarded December 8, 1939; work was started April 22, and completed August 3, 1940.

Grading work was light; a considerable portion of the excavation being done with a motor grader.

A 1 sack mixer and a crew of 8 men were used to construct the small concrete work including adjustment of a manhole, catch basins, curbs and gutters. Catch basins and cutting walks and aprons were bid too low and showed a loss while the other items showed a small profit.

Gravel for 3"-0 base, 3/4"-0 cushion and surfacing, concrete aggregate and mineral aggregate for oiling footpaths was purchased from the Umpqua River Navigation Company which delivered the material to stockpiles on the job.

A small oil heater was used to heat and spread the asphalt used on footpaths.

Most of the equipment on this job was old and labor was inexperienced so that the progress of the work was slow, but bid prices were high enough for the contractor to make a small profit.

E. H. CLYMER
Cost Analyst

By

M. G. Smith

RECEIVED
NOV 27 1940
FOR FILING

128-B-1

November 23, 1940

R. I. STUART & SONS
521 N. Fir Street
Medford, Oregon

Gentlemen:

At the meeting of the State Highway Commission held on October 11, 1940, the following action was taken on your request for extension of time:

> "R. I. Stuart & Sons, Contract No. 2254, for grading and paving the Reedsport (12th Street to 15th Street) Section of the Umpqua Highway, in Douglas County, requested an extension of time of 3 days, from July 31, to August 3, 1940, within which to complete this project. They alleged that the job was actually completed within the specified time period but they could not perform the necessary cleanup until the pavement had properly cured, which necessitated an overrun of time of 3 days. The Engineer advised that the principal reason for failure of the contractor to complete the project within the specified time was the difficulty in securing prompt shipments of cement. He recommended, in view thereof, that the extension of time requested be granted without penalty. A letter was presented from the Public Roads Administration concurring therein. The Commission approved the recommendation."

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MEL

cc - E. D. Lytle

RECEIVED
OCT 5 1940
FOR FILING

128-B-1

October 4, 1940

General Casualty Company of America
Harold H. Brown, Agent
Medford, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2254, covering 0.22 miles of paving on the Reedsport (12th St. to 15th St.) Section of the Umpqua Highway, in Douglas County, has been completed by the contractor, R. L. Stuart & Sons, and that final settlement will be made by the state with said contractor for work done under said contract on or after October 14, 1940.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above-mentioned contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $24,686.53, including final payment, and that no force account work was performed therein.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

By

rs

Secretary

RECEIVED
OCT 5 1940
FOR FILING

128-B-1

October 4, 1940

General Casualty Company of America
Harold H. Brown, Agent
Medford, Oregon

Gentlemen:

You are hereby notified that state highway contract No. 2254, covering 0.22 miles of paving on the Reedsport (12th St. to 15th St.) Section of the Umpqua Highway, in Douglas County, has been completed by the contractor, R. L. Stuart & Sons, and that final settlement will be made by the state with said contractor for work done under said contract on or after October 14, 1940.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above-mentioned contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $24,686.53, including final payment, and that no force account work was performed therein.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

rs

RECEIVED
SEP 13 1940
FOR FILING

178-P-1

September 12, 1940

General Casualty Company of America
Harold H. Brown, Agent
Medford, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to R. I. Stuart & Sons on Contract No. 2254, Reedsport (12th St. to 15th St.) Section of the Umpqua Highway, in Douglas County. This payment will be made on or after September 23, 1940.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

DD:AM

Secretary

RECEIVED
SEP 11 1940
FOR FILING

178-B-1

September 10, 1940

R. I. STUART & SONS
521 N. Fir Street
Medford, Oregon

Gentlemen:

This will acknowledge receipt of your letter of September 9 and advise that semi-final payment on Contract No. 2254, in the amount of approximately $12,000.00, will be made to you in about two weeks. The final payment, in the amount of approximately $800.00, will not be ready for approximately two months.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

DGD:MEL

R. I. STUART & SONS
CONTRACTORS

MEDFORD, OREGON,

RECEIVED
10 1940

September 9, 1940.

Oregon State Highway Commission
Salem, Oregon.

Gentlemen:

We are writing to ask about the Reedsport -Douglas County job, contract #2254.

The job was finished August third but as yet we have received no estimate and we are wondering if this has in some way been overlooked. We would appreciate hearing some word about it at your earliest convenience.

Yours very truly,
R I Stuart

Wescott
What is the status of this job?
HBS

, 19 40
, 19 40
, 19
%
5,376.01
100 %
, 19 40
ns to contractors,

NOTED
VAN SCOY

Form E-1—4M—8-39

178-B-1

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Aug. 31, 1940

Section Reedsport, (12th St. to 15th St.)

Kind of work Grading & Paving

Highway Umpqua

Section prefix 10-1020

Contractor R.I. Stuart & Sons

Contract number 2254

Date of contract Dec. 8, 1939

Date of completion July 31, 1940

Date work started April 24, 1940

Estimated date of completion ...., 19....

Amount of contract $26,894.00

Per cent of time elapsed ....%

Estimated cost of completed project, exclusive of engineering . . . . $ 25,376.01

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date, $ 2090, 0.078 %

Date project was completed Aug. 3, 1940

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final estimate turned in to Division office on Monday of this week.

NOTED
RAY WEBB

A. J. Ford

Signed A. J. Ford, Res. Eng'r.,

Address Marshfield, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
VAN SCOY

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

178-B-1

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 8.

IN YOUR REPLY PLEASE
REFER TO FILE No.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
RECEIVED
OCT 9 1940
FOR FILING

August 20, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAP 178-B (1), Reedsport Section of the Umpqua Highway, was made by a representative of this office on August 17, 1940. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By T. M. Davis
T. M. Davis
Sr. Highway Engineer

Ror

178-13-1

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon FAP 178-B (1)
Reedsport Section,
Umpqua Highway

June 10, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Jon

WA 4 PR-5303

Form P. R. 2

Federal Aid

State Oregon

Project No. 179-B(1)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of May, 1940

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 19th day of May, 1938, a project statement, which was approved on the 11th day of July, 1938, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section B(1) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 10th day of October 19[illegible]; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of seventeen thousand, seven hundred fifty and 00/100 dollars ($17,750.00) as the share of the United States payable under said act on account of Section B(1) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 580, laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 20+96 on 'L' Street near 12th Street, and survey station 32+40 on 'L' Street near 15th Street, all in Reedsport

, length 0.213 of a mile~~s~~, in Douglas County, being Section B(1) of Oregon Federal Aid project No. 178, consisting of 0.213 of a mile~~s~~ of roadway and no bridges, ~~each~~ of more than 20 feet clear span,

~~[illegible]~~

RECEIVED
APR 29 1940
DISTRICT 1

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

16—11870

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B (1) of said project shall not in any event exceed the sum of seventeen thousand, seven hundred fifty and 00/100 dollars ($17,750.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of twenty-nine thousand, five hundred eighty-three and 40/100 dollars ($29,583.40), the approved total estimated cost of Section B (1) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing

Chap. 529, Laws 1939.
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of MAY 25 1940, 19___

ORBGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
______
(Title of officer)

By ______
______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By W. J. O'Leary
Acting Commissioner of Public Roads.

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency ~~as~~ Federal Aid Project No. 178-B(1) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 29,583.40 as the total estimated cost of said project, and the sum of $ 17,750.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of MAY 25 1940

one thousand nine hundred and ______

Federal Works Administrator,

By ______
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10139

Form E-1—5M—3-39

178-B-1

✓

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 8, 1940

Section Reedsport, (12th St. to 15th St.)

Kind of work Grading & Paving

Highway Umpqua

Section prefix 10-1020

Contractor R.I. Stuart & Sons

Contract number 2254

Date of contract Dec. 8, 1939

Date of completion July 31, 1940

Date work started April 24, 1940

Estimated date of completion July 31, 1940

Amount of contract $26,894.00

Per cent of time elapsed 56 %

Estimated cost of completed project, exclusive of engineering $26,894.00

Per cent of contract completed, based on total contract price 15 %

Engineering cost to date, $ 1152, 0.043 %

Date project was completed , 193

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Curbs and gutters are practically completed on both sides of job. Paving will start next week. Excavation for 6½ foot strip on South side has been made and Rock Base in place from 12th to 13th and beyond toward 14th. Contractor thinks he can complete the job by July 15th, but I think he will need all of his time. However, the actual paving will go much faster and he has more of a crew now.

NOTED
RAY WEBBER

A J Ford

Signed A.J. Ford, Res. Eng'r

Address Marshfield,

NOTED

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.219				0.219
Miles partially completed	0.219				
Miles completed					
Total estimated quantities	2500	2060			7800
Estimated quantities moved or placed to date	300	140			
Average daily quantities					
Average daily quantities necessary to complete project on time	42				150
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	15				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Douglas COUNTY	Jackson COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	11	5					
Men and teams							
Men and trucks under 3 tons	1						
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders ...., Rollers ...., Mixers 1, Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

STATE PRINTING DEPT.

Form E-1—5M—3-39

131-B-1

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 1, 1940

Section Reedsport, (12th St. to 15th St.)

Kind of work Grading & Paving

Highway Umpqua

Section prefix 10-1020

Contractor R.I. Stuart & Sons

Contract number 2254

Date of contract Dec. 8, 1939

Date of completion July 31, 1940

Date work started April 24, 1940

Estimated date of completion July 31, 1940

Amount of contract $26,894.00

Per cent of time elapsed 51 %

Estimated cost of completed project, exclusive of engineering $26,894.00

Per cent of contract completed, based on total contract price 10 %

Engineering cost to date, $1071, 4.00 %

Date project was completed ......, 193...

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

All week on curbs and gutters. Have completed everything on South side from one end of job to another and have started down on North side, from 15th St. to the West. Contractor intends to start paving narrow strip near gutter next week and will also keep a crew of men on curbs and gutters.

Mr. H.G. Smith and Mr. Lytle were on job Wednesday.

Progress has been slow on the work so far, but barring any unforseen difficulties, the Contract shoudd be completed within the time limit.

NOTED
RAY WEBBER

REC[illegible]
JUN 3 1940
[illegible]

A.J. Ford

Signed A.J. Ford, Res. Eng'r.

Address Marshfield

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.219				0.219
Miles partially completed	0.219				
Miles completed					
Total estimated quantities	2500	2060			7800
Estimated quantities moved or placed to date	200	75	60 Cu. Yds. Curb & Gutter		
Average daily quantities					
Average daily quantities necessary to complete project on time	44	40			150
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	12				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Douglas COUNTY	Jackson COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	9	3					
Men and teams							
Men and trucks under 3 tons	1						
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders ...., Rollers ...., Mixers 1, Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"	8	Holiday, no work, account of traffic.
Friday	"		
Saturday	"		

STATE PRINTING DEPT.

Form E-1—5M—3-39

178-B-1

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 25, 1940

Section Reedsport, (12th St. to 15th St.)

Kind of work Grading & Paving

Highway Umpqua

Section prefix 10-1020

Contractor R.I. Stuart & Sons

Contract number 2254

Date of contract Dec. 8, 1939

Date of completion July 31, 1940

Date work started April 24, 1940

Estimated date of completion July 31, 1940

Amount of contract $26,894.00

Per cent of time elapsed 45%

Estimated cost of completed project, exclusive of engineering $26,894.00

Per cent of contract completed, based on total contract price 9%

Engineering cost to date, $1016, 0.038%

Date project was completed ...., 193...

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Better progress being made this week, as contractor has more of a force. All curbs and gutters are in up to 15th St. fro 12th St. and all but 2 catch basins. Contractor has purchased new scales and has his batching plant erected. Expects to commence, grading for the 6 foot paving strip sometime the fore part of next week. He is doing a very good job on the curb and gutter.

So far, we have had no~~t~~ interference with business at the service stations, as I have had the contractor provide bridges over the gutters at the earliest opportunity. They are all well satisfied with the way they are being taken care of.

We have stakes set up to 15th St. for curbs and all radii stakes set on the 15th St. intersection, as well as the catch basins there. We cannot keep too far in advance of his operations, as it is difficult to save our hubs, on account of traffic.

NOTED
RAY WEBBER

H. G. Smith

Signed A J Ford
A. J. Ford, Res. Eng'r.

Address Marshfield

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.219				0.219
Miles partially completed					
Miles completed					
Total estimated quantities	2500	3060			7800
Estimated quantities moved or placed to date		50 Cu. Yds of Curb & Gutter			
Average daily quantities					
Average daily quantities necessary to complete project on time	50				141
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	13				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM						
	Douglas COUNTY	Jackson COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men	9	4					
Men and teams							
Men and trucks under 3 tons	1						
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers 1, Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

Form E-1—5M—3-30

178-B-1

✓

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 18, 1940

Section Reedsport, (12th St. to 15th St.)

Kind of work Grading & Paving

Highway Umpqua

Section prefix 10-1020

Contractor R.I. Stuart & Sons

Contract number 2254

Date of contract Dec. 8, 1939

Date of completion July 31, 1940

Date work started April 24, 1940

Estimated date of completion July 31, 1940

Amount of contract $26,894.00

Per cent of time elapsed 39 %

Estimated cost of completed project, exclusive of engineering $26,894.00

Per cent of contract completed, based on total contract price 6 %

Engineering cost to date, $799, 2.9 %

Date project was completed , 193

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Curbs poured from 12th to13th on South side, and part way from 13th to 14th. Six of the 11 catch basins are in place and holes dug for two more which will be in place in a few days. It will take most of the month to complete all catch basins and curbs up to 15th street, on the South side only. Progress is rather slow.

NOTED
RAY WEBBER

MAY 20 1940

NOTED
VAN SCOY

A J Ford

Signed A.J. Ford, Res. Eng'r.,

Address Marshfield

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.219				0.219
Miles partially completed					
Miles completed					
Total estimated quantities	2500	2050			7800
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	8				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Douglas COUNTY	Jackson COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	5	3					
Men and teams							
Men and trucks under 3 tons	1						
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers 1, Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Warm		
Monday	Fair		
Tuesday	Warm		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday	Fair		

STATE PRINTING DEPT.

178 - B - 1

(Stencil #28)

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AUG 30 1940
FOR FILING

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
MAY 1 - 1940
STATE HIGHWAY COMMISSION

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore. FAP 178-B (1)
Reedsport (12th St.-15th St.) Sec.
Umpqua Highway

April 30, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Oregon State Highway Department

Federal Aid Project
No. 176-B (1)

REEDSPORT (12TH ST.-15TH ST.) SECTION OF
THE UMPQUA HIGHWAY IN DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 29, 1939

60' Roadway (Sta. 20+84 to 26+60)
(Sta. 26+34.5 to 32+40)

160	cu. yds.	Trench Excavation	$1.00	$ 160.00
2,100	cu. yds.	Excavation, Single Classification	0.50	1,050.00
4,500	yd. stas.	Overhaul	0.02	90.00
400	yd. mi.	Truck Haul	0.10	40.00
600	lin. ft.	12" Sewer Pipe	1.00	600.00
10	lin. ft.	9" Corrugated Iron Pipe	1.50	15.00
100	lin. ft.	18" Concrete Pipe	2.00	200.00
170	lin. ft.	Salvaging Culvert Pipe	0.50	85.00
1	only	Adjusting Manhole	10.00	10.00
10	only	Concrete Catch Basins	20.00	200.00
270	lin. ft.	Cutting Walks and Aprons	0.05	13.50
88	cu. yds.	Concrete Curbs and Gutters	18.00	1,584.00
200	sq. yds.	Concrete Driveway Aprons	2.00	400.00
470	cu. yds.	Salvaging Surfacing Materials	0.50	235.00
1,400	cu. yds.	3" - 0" Material in Base	1.75	2,450.00
230	cu. yds.	3/4" - 0" Material in Cushion Course	2.00	460.00
180	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	2.00	360.00
170	cu. yds.	Filler	0.50	85.00
170	yd. mi.	Hauling Filler	0.10	17.00
6,800	sq. yds.	Portland Cement Concrete Pavement	2.10	14,280.00
680	lin. ft.	3/4" Expansion Joints	0.20	136.00
230	lin. ft.	½" Expansion Joints	0.15	34.50
3,650	lin. ft.	Contraction Joints	0.05	182.50
800	only	Dowels	0.20	160.00
7,400	lbs.	Tie Bars	0.07	518.00
25	cu. yds.	Mineral Aggregate in Place	4.00	100.00
1.7	tons	Asphalt in Place	40.00	68.00
		Subtotal		$23,533.50
		10% Engr. & Cont.		2,353.35
		Total		$25,886.85

Length	0.187 mile
Cost per mile	$138,432.35

53.5' Roadway (Sta. 26+69 to 28+34.5)

400	cu. yds.	Excavation, Single Classification	$0.50	$ 200.00
200	yd. mi.	Truck Haul	0.10	20.00
180	lin. ft.	Cutting Walks and Aprons	0.05	9.00
18	cu. yds.	Concrete Curbs and Gutters	18.00	324.00
80	cu. yds.	Salvaging Surfacing Materials	0.50	40.00
200	cu. yds.	3" - 0" Materials in Base	1.75	350.00
30	cu. yds.	3/4" - 0" Materials in Cushion Course	2.00	60.00
20	cu. yds.	3/4" - 0" Materials in Shoulders and Surfacing	2.00	40.00
30	cu. yds.	Filler	0.50	15.00
30	yd. mi.	Hauling Filler	0.10	3.00
1,000	sq. yds.	Portland Cement Concrete Pavement	2.10	2,100.00
170	lin. ft.	3/4" Expansion Joints	0.20	34.00
20	lin. ft.	1" Expansion Joints	0.15	3.00
550	lin. ft.	Contraction Joints	0.05	27.50
200	only	Dowels	0.20	40.00
900	lbs.	Tie Bars	0.07	63.00
5	cu. yds.	Mineral Aggregate in Place	4.00	20.00
0.3	tons	Asphalt in Place	40.00	12.00
		Subtotal		$3,360.50
		10% Engr. & Cont.		336.05
		Total		$3,696.55

Length 0.031 mile
Cost per mile $119,243.54

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
60' Roadway	$25,886.85	$15,532.00	$10,354.85
53.5' Roadway	3,696.55	2,218.00	1,478.55
	$29,583.40	$17,750.00	$11,833.40

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maint.: Chap. 529, laws 1939

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MAR 28 1940
FOR FILING

178-B-1

March 27, 1940

R. I. Stuart & Sons
Contractors
Medford, Oregon

Gentlemen:

In reply to your letter of March 25, concerning your Reedsport contract (Contract 2254), this will advise that your proposal to pay labor by bank checks has our approval.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:MB

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
HURON W. CLOUGH, CANYONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

71 178 B-1

March 25, 1940

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Reference is made to your letter of March 7, addressed to Mr. R. H. Baldock, State Highway Engineer, with regard to certified copies of a special ordinance by the City of Reedsport, prohibiting parking between stations 26+50 and 28+50 on Federal Aid Project 178-B (1) in the City of Reedsport, from 12th Street to 15th Street.

There are enclosed herewith three copies of Ordinance No. 284, adopted by the City Council of Reedsport, covering this matter; also, a blueprint copy of the map of Reedsport showing the location of the area covered by the special ordinance.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Asst. Office Engineer

OC:ME

Encl.

Mr Nash

R. I. STUART & SONS
CONTRACTORS

MEDFORD, OREGON,

March 25, 1940.

Oregon State Highway Commission
Salem, Oregon.

Gentlemen:

This is a request for permission to pay the payroll with checks on the Reedsport job, contract #2254, which we will be starting about April 10th.

It will be a great convenience to us if this permission is granted.

Sincerely,

R. I. Stuart,

R. I. Stuart & Sons

RECEIVED
MAR 26 1940

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

MAR 8 -

March 7, 1940

RECEIVED
MAR 1[illegible] 1940
LEGAL DEPT

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the proposed agreement estimate for Oregon Federal Aid Project 178-B (1), Reedsport (12th Street-15th Street) Section of the Umpqua Highway received with your letter of February 26, 1940.

This is being held without action pending receipt of certified copies of the special ordinance prohibiting parking between station 26+50 and 28+50, as promised in Mr. Cutler's letter of November 28, 1939, in addition to the customary resolution regarding encroachments, etc., which you sent us November 21, 1939.

Very truly yours,

W H Lynch

W. H. LYNCH,
District Engineer

LILA BABBITT, TREASURER E. B. DUNN, MAYOR J. L. GIBBONS, RECORDER

CITY OF REEDSPORT

REEDSPORT, OREGON

RECEIVED

178-B-1

RECEIVED
MAR 6 - 194

March 5th, 1940

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

In answer to your letter of the 9th, of February will state the Reedsport City Council has decided they could not afford at this time to make any change in the water mains at 15th, & Lm street and 14th, and L street where they are under the poroposed paving.

The mains that are in these places are alright at this time and likely will give no trouble for a good while.

Very truly yours,
City of Reedsport
J. L. Gibbons
City Recorder.

REFERRED TO
R N B
By Asst. State Highway Engineer

REFERRED TO
H G Smith
By State Highway Engineer
See me

RECEIVED
MAR 1940

RECEIVED
FEB 13 1940
FOR FILING

178-B-1

February 9th, 1940

Mr. J. L. Gibbons
City Recorder
Reedsport, Oregon

Dear Sir:

In response to your request that we install steel mains under the streets of Reedsport where we contemplate paving, I beg to advise that for the last few years the Highway Commission has adopted the policy of cooperating with the cities to the extent of reimbursing them for the labor involved in replacing mains of this age. This has been the policy followed in Portland, Albany, Marshfield and many other places and is based upon the theory that it would be unfair for the Highway Department to stand the entire cost of the permanent type of construction.

If this be satisfactory to you, I would appreciate it if you would order the mains immediately so that there need be no delay to the contractor in installing the pavement.

Very truly yours,

State Highway Engineer

R

LILA BABBITT, TREASURER
E. G. DUNN, MAYOR
J. L. GIBBONS, RECORDER

CITY OF REEDSPORT

REEDSPORT, OREGON

REFERRED TO
KNB
By Asst. State Highway Engineer

February 7th, 1940

Mr. R. H. Baldock,
Salem, Oregon

Dear Sir:

The Mayor Mr. E. G. Dunn asked me to write you in regard to the water mains that will be under the concrete paving, the State is going to do in the City of Reedsport, Oregon.

There is one main crossing under the street at 15th, and L Street, this is an 8" main, one crossing under the street intersection of 14th St and L Street and one at the intersection of 13th, street and L street. The city feels there should be some provision made in case of a break in any of these mains it would necessitate tearing up the concrete paving. The mains are wooden mains. They have been in for some time, we have never had any trouble with them to date but of course there is the liability of having trouble.

One other street where the state built permanent highway the State installed extra heavy steel mains under their right-of-way.

Kindly let us hear from you in regard to this matter at your earliest convenience, and oblige.

Very truly yours,
City of Reedsport,
J. L. Gibbons
City Recorder.

REFERRED TO
H. G. Smith
By State Highway Engineer

See me re this

RECEIVED
FEB 1940
OFFICE OF
CONST

RECEIVED
JUL 22 1940
FOR FILING

178-B-1

February 3, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Reedsport (12th St.-15th St.) Section, Project No. FA 178-B (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

RECEIVED
JAN 3 1940
FOR FILING

178-B-1

January 3, 1940

R. I. Stuart & Sons
521 North Fir
Medford, Oregon

Gentlemen:

We are forwarding to you today, by express, a fully executed copy of Contract No. 2254 which was awarded to you on December 8, 1939, for grading and paving the Reedsport (12th Street to 15th Street) Section of the Umpqua Highway, in Douglas County. This is for your records and files.

Very truly yours,

JN:AM

Secretary

RECEIVED
DEC 19 1939
FOR FILING

178-B-1

December 18, 1939

R. L. STUART & SONS
521 E. Fir Street
Medford, Oregon

Gentlemen:

We are returning to you by express four copies of the contract, No. 2256, Reedsport Section, which was awarded to you on December 8. You are advised that before this contract will be acceptable it will be necessary that each copy of the bond be signed by a resident agent who is licensed in Oregon for the General Casualty Company of America. Also, please have each copy of the bond dated, and return all four copies of the contract to this office.

Very truly yours,

Secretary

JM:MBL

178-B-1

December 12, 1939

R. I. STUART & SONS
521 North Fir
Medford, Oregon

Gentlemen:

We are sending you today by express four copies of Contract No. 2254 which was awarded to you by the State Highway Commission on December 8, 1939, covering the grading and paving of the Reedsport (12th St. to 15th St.) Section of the Umpqua Highway, in Douglas County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph in Section 5 (p. 14) of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the mimeographed page immediately preceding the colored pages, and relating to payment by the contractor of amounts due hospital associations et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

FA-128-B-1

December 9, 1939

R. I. Stuart & Sons
526 North Fir
Medford, Oregon

Gentlemen:

The State Highway Commission on December 8, 1939, awarded you the contract for 0.22 mile paving on the Reedsport (12th St. to 15th St.) Section of the Umpqua Highway, in Douglas County. This award was based on your low bid of $26,894 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

AM Secretary

c - Mr. S. H. Probert
Mr. G. S. Paxson

FA 178-B-1

DEC 11 1939

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

December 8, 1939

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. 178-B (1), Reedsport (12th St. to 15th St.) Section of Umpqua Highway, to R. I. Stuart and Sons, Medford, Oregon, who submitted the low bid.

Very truly yours,

W H Lynch

W. H. LYNCH,
District Engineer.

FORM 2-A-1 6M 4-39

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
HURON W. CLOUGH, CANYONVILLE

H. B. GLAISYER, SECRETARY

RECEIVED 2

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

C. B. McCULLOUGH
ASSISTANT HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE REFER TO FILE NO.

FA 178-B-1

November 21, 1939

C
O
P
Y

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Attention: Mr. T. M. Davis

Dear Sir:

I am enclosing herewith three copies of resolution relative to encroachments and traffic for Project FA 178-B (1), paving a section on "L" Street from 12th Street to 15th Avenue, in Reedsport.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Asst. Office Engineer

OC:ME

Encl.

Jon

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

NOV 18 19[illegible]

November 17, 1939

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Revised P. S. and E. documents for Oregon Federal Aid Project No. 178-B (1), the Reedsport (12th to 15th Street) Section of the Umpqua Highway, have today been recommended for approval. This is your authority to advertise for bids, subject to final review and approval by the Commissioner of Public Roads.

Please refer to our letter of November 9 relative to furnishing certified copies of an ordinance or resolution by the City Council of Reedsport. Preparation of the project agreement will be withheld pending receipt of the above-mentioned papers.

Very truly yours,

W. H. LYNCH,
District Engineer.

By

F. E. Andrews,
Senior Highway Engineer.

November 15, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of revised estimate for the Reedsport Section, Project No. FA 178-B (1).

Likewise are enclosed three copies of right of way statement and five copies of revised special provision page one showing the time of receiving bids on December 8, 1939.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 178-B (1)

REEDSPORT (12TH ST.-15TH ST.) SECTION OF THE UMPQUA HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 15, 1939

60' Roadway (Sta. 20+84 to 26+69) (Sta. 28+34.5 to 32+40)

160	cu. yds.	Trench excavation	$ 1.00	$ 160.00
2,100	cu. yds.	Excavation, Single Classif.	.50	1,050.00
4,500	yd. sta.	Overhaul	.02	90.00
400	yd. mi.	Truck Haul	.15	60.00
600	lin. ft.	12" Sewer Pipe	1.10	660.00
10	lin. ft.	6" Corr. Iron Pipe	1.00	10.00
100	lin. ft.	18" Concrete Pipe	2.00	200.00
170	lin. ft.	Salvaging Culvert Pipe	.70	119.00
1	only	Adjusting Manhole	30.00	30.00
10	only	Concrete Catch Basins	30.00	300.00
270	lin. ft.	Cutting Walks and Aprons	.20	54.00
88	cu. yds.	Concrete Curbs and Gutters	20.00	1,760.00
200	sq. yds.	Concrete Driveway Aprons	2.00	400.00
470	cu. yds.	Salvaging Surfacing Materials	.70	329.00
1,400	cu. yds.	5" - 0" Material in Base	1.50	2,100.00
230	cu. yds.	3/4" - 0" Material in Cushion Course	1.75	402.50
180	cu. yds.	3/4" - 0" Material in Shoulders and Surfacing	1.75	315.00
170	cu. yds.	Filler	.40	68.00
170	yd. mi.	Hauling Filler	.15	25.50
6,800	sq. yds.	Portland Cement Concrete Pavement	2.00	13,600.00
680	lin. ft.	3/4" Expansion Joints	.20	136.00
230	lin. ft.	½" Expansion Joints	.15	34.50
3,650	lin. ft.	Contraction Joints	.03	109.50
800	only	Dowels	.20	160.00
7,400	lbs.	Tie Bars	.06	444.00
25	cu. yds.	Mineral Aggregate in Place	4.00	100.00
1.7	tons	Asphalt in Place	50.00	85.00
		Subtotal		$ 22,802.00
		10% Engr. & Cont.		2,280.20
		Total		$ 25,082.20

Length	0.187 mile
Cost per mile	$ 134,129.41

53.5' Roadway (Sta. 26+69 to 28+34.5)

400	cu. yds.	Excavation, Single Classif.	$ .50	$ 200.00
200	yd. mi.	Truck Haul	.15	30.00
180	lin. ft.	Cutting Walks and Aprons	.20	36.00
18	cu. yds.	Concrete Curbs and Gutters	20.00	360.00
80	cu. yds.	Salvaging Surfacing Materials	.70	56.00
200	cu. yds.	3" - 0" Materials in Base	1.50	300.00
30	cu. yds.	3/4" - 0" Materials in Cushion Course	1.75	52.50
20	cu. yds.	3/4" - 0" Materials in Shoulders and Surfacing	1.75	35.00
30	cu. yds.	Filler	.40	12.00
30	yd. mi.	Hauling Filler	.15	4.50
1,000	sq. yds.	Portland Cement Concrete Pavement	2.00	2,000.00
170	lin. ft.	3/4" Expansion Joints	.20	34.00
20	lin. ft.	1" Expansion Joints	.15	3.00
550	lin. ft.	Contraction Joints	.03	16.50
200	only	Dowels	.20	40.00
900	lbs.	Tie Bars	.06	54.00
5	cu. yds.	Mineral Aggregate in Place	4.00	20.00
0.3	ton	Asphalt in Place	50.00	15.00
			Subtotal	$ 3,268.50
			10% Engr. & Cont.	326.85
			Total	$ 3,595.35

Length 0.031 mile
Cost per mile $ 115,979.03

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
60' Roadway	$ 25,082.20	$ 15,052.00	$ 10,030.20
53.5' Roadway	3,595.35	2,158.00	1,437.35
	$ 28,677.55	$ 17,210.00	$ 11,467.55

REEDSPORT (12TH ST. TO 15TH ST.) SECTION

PROJECT NO. FA 178-B (1)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

November 15, 1939

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

November 1, 1939

RECEIVED
NOV 2 - 1939
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Probert's letter of October 31 in reply to ours of October 28, relative to P.S.& E. for Oregon Federal Aid Project No. 178-B (1), the Reedsport Section.

Due to the fact that the restriction of roadway width, Stations 26+50 to 28+50, practically eliminates the parking space in front of the theater, city hall, etc., it is requested that the city prohibit parking along this portion of the street.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

FA 178-B-1

October 31, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We refer to your letter of October 28, concerning the restriction of roadway width between Stations 26+50 and 28+50 of the Reedsport Project, FA 178-B (1).

To eliminate this restriction would require the moving of a two-story frame building occupied by stores and by the offices of the city government, and the remodeling of a frame theater building. Descriptions of the conditions involved in the moving and remodeling of the buildings, and estimates of the cost of the moving and remodeling, are being enclosed herewith.

No carefully prepared estimate of the total amount of expense involved in acquiring the additional right of way has been made, as the moving and remodeling expense alone is considered by the Highway Commission to be greater than the benefits to be obtained would justify. It is apparent, however, that the total expense could not possibly be less than $12,000, and that it might easily amount to $15,000 or $20,000, when business losses, property damages, et cetera, are taken into consideration.

A further consideration involved is the doubtful feasibility of remodeling the theater building. In its present condition, and regardless of the fact that $4,000 has just been spent in remodeling it, we consider the building unsafe for occupancy. If we were to undertake a further remodeling, and if that remodeling were followed by a collapse of the building, we might have difficulty in escaping responsibility for the failure. For that reason, we would hesitate to undertake the remodeling of the building even if we considered the cost justified. The safe procedure would be to buy the theatre property outright or to build a new building in replacement, either of which would entail an expenditure of at least $10,000.

The restriction in roadway width is not, in our opinion, particularly objectional, as the restriction is confined entirely to the parking lane. By prohibiting parking at that location, the full four-lane travel roadway will be maintained, and the condition will be no different than is common at bridge sites.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

Encl.

REPORT ON MOVING AND REMODELING OF
BUILDINGS AT REEDSPORT, OREGON.

1. **City Hall.** This 2-story frame building has to be moved back 10 feet. An alley in the rear of the lot, which will be vacated by the city, makes this possible. The present building rests on piling, and a row of 8 piles would have to be driven to move the building onto. This ground has all been filled in and any kind of foundation other than piling, would probably cause an uneven settlement and cracking of the building. The present jail building rests on a floating foundation of solid concrete slab, but has settled in the rear and has pulled away from the frame building. Between the jail and the 2-story city hall is a 16 foot wide 1-story annex, now housing the heating plant. This annex can be dismantled, the 2-story part moved back 10 feet, part of it supported in the rear by the jail structure, the other part resting on the new piling, the annex between the buildings can then be rebuilt, but 10 feet smaller. The present heating plant, a steam boiler will also have to be moved back a few feet onto a new concrete foundation. This boiler has been shifted around several times all ready, and presents no particular difficulty. In order to separate this 2-story frame building from the adjoining theater building, about 18 inches will have to be cut off on the south side of the building, and a new wall built up for the 2 stories. This will cut down the area in present offices on second floor, and also in store room on first floor, but not enough to cripple these rooms. On account of 12x12 inch timber posts supporting roof trusses of theater building being plased on outside of wall, the first post is obstructing the moving of 2-story city hall building and necessitates above cutting. The city hall building appears to be fairly substantial and no difficulty is anticipated in moving same.

2. **Theater Building.** This is a very ancient structure resting on piling and has been patched and remodeled to such an extent that it would be unsafe to move it. An examination of the supporting timbers shows extensive soft spots, as the ground is continuously damp under this building, and during the rainy season the front half of the seat area has to be roped off on account of being flooded. Three exterior roof trusses seem to support the entire ceiling inside, and are in turn held up by 12x12 inch timbers plased vertically on outside of building, one of them interfering with the adjoining city hall building. The owner is spending $4000 now modernizing the front of building and remodeling the rear exit. On account of the poor condition of the foundation of this building, it seems not feasible to move it, but 10 feet can be cut off the front of building and 10 feet added on the rear of building, giving the same floor area as at present. This would also require a new board floor laid on top of present floor to get the required angle, taking down and replacing all seats.

Cost of City Hall Moving

Pile driver rental 3 days at $25.00--	$75.00
8 piles at 30' equals 240 lineal feet at 10 cents--	24.00
3 men, 3 days at $12.00 per day x 3--	108.00
Dismantling 1-story rear annex--	25.00
New boiler foundation, moving heater and piping--	175.00
Preparing building for raising--	1000.00
Raising and moving, 6 men 4 days at $50.00 x 4--	200.00
Replacing annex, used materials--	250.00
Replacing south wall and carpenter work--	500.00
Repairing plaster--	100.00
Plumbing changes--	150.00
Interior changes at vault--	200.00
Wiring changes--	25.00
Painting--	75.00
Miscellaneous items--	100.00
	$3007.00
	300.00
Contractor's profit 10%--	$3307.00

Time required 3 weeks.

Cost of Theater Remodeling

Tear down and rebuild new front--	$2500.00
Build addition in rear--	500.00
Remodel 2 exits and stage--	750.00
New floor and seats replaced--	600.00
Plumbing changes--	150.00
Painting	50.00
Sign changes--	25.00
Electric changes--	125.00
Miscellaneous items--	200.00
	$4800.00
Contractor profit 10%--	480.00
	$5280.00
Moving owner's residence--	$300.00
Building new garage for owner--	50.00
	$350.00
Contractor's 10%--	35.00
	$385.00

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
OCT 30 1939
STATE HIGH

October 28, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to P. S. & E. for Oregon Federal Aid Project 178-B (1), the Reedsport Section of the Umpqua Highway.

The plans show a restriction in the width of the roadway of 6-1/2 ft. for a distance of approximately 200 ft. Is it not possible to obtain the full width by setting back the buildings at a reasonable cost? It was our recollection that this question was discussed with the Reedsport people at one of the regular Commission meetings.

It is requested that we be furnished an estimate showing the cost of moving any buildings to avoid this restriction in width.

Very truly yours,

W. H. LYNCH
District Engineer

By
F. E. Andrews
Sr. Highway Engineer

REFERRED TO Probert
By Asst. State Highway Engineer
For reply

OCT 2[illegible] 1939
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

OCT 19 1939

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

FA 178-B-1

October 18, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 178-B (1), the Reedsport (12th to 15th Sts.) Section of the Umpqua Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

Concurrence in award will be withheld pending approval of the revised project statement sketch map and also until the right to occupy and use the right of way has been secured.

Copies of resolution by the city of Reedsport covering encroachments should be forwarded with the agreement estimate.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

October 16, 1939

OCT 17 193

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged today of P.S.& E. papers for proposed Oregon Federal Aid Project No. 178-B (1), the Reedsport section of the Umpqua Highway.

The project statement covering Federal Aid Project 178 does not cover the new proposed project and it will be necessary to submit a revised project statement and sketch map. The project as submitted and approved in 1932 ended at Station 78+20 outside the city limits of Reedsport.

We will review the plans, specifications and estimate and hold them pending receipt of revised project statement and sketch map. We would suggest that justification for the use of the proposed route through Reedsport be submitted with the project statement papers.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

October 14, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and three copies of right of way statement to accompany plans and specifications for the Reedsport Section, Project No. FA 178-B (1).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Copies of the project statement map showing the correct alignment through Reedsport will be sent to you Monday.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Project
No. 178-B (1)

REEDSPORT (12TH ST.-15TH ST.) SECTION OF THE UMPQUA HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement).

Salem, Oregon, October 14, 1959

60' Roadway (Sta. 20+84 to 26+69) (Sta. 28+34.5 to 32+40)

160	cu. yds.	Trench Excavation	$1.00	$ 160.00
2,100	" "	Excavation, Single Classification	0.50	1,050.00
4,500	yd. stas.	Overhaul	0.02	90.00
400	yd. mi.	Truck Haul	0.15	60.00
600	lin. ft.	12" Sewer Pipe	1.10	660.00
10	" "	9" Corrugated Iron Pipe	1.00	10.00
100	" "	18" Concrete Pipe	2.00	200.00
170	" "	Salvaging Culvert Pipe	0.70	119.00
1	only	Adjusting Manhole	30.00	30.00
10	"	Concrete Catch Basins	30.00	300.00
270	lin. ft.	Cutting Walks and Aprons	0.20	54.00
88	cu. yds.	Concrete Curbs and Gutters	20.00	1,760.00
200	sq. yds.	Concrete Driveway Aprons	2.00	400.00
470	cu. yds.	Salvaging Surfacing Materials	0.70	329.00
1,400	" "	3" - 0" Material in Base	1.25	1,750.00
230	" "	3/4" - 0" Material in Cushion Course	1.50	345.00
180	" "	3/4" - 0" Material in Shoulders & Surfacing	1.50	270.00
170	" "	Filler	0.40	68.00
170	yd. mi.	Hauling Filler	0.15	25.50
6,800	sq. yds.	Portland Cement Concrete Pavement	2.00	13,600.00
680	lin. ft.	3/4" Expansion Joints	0.20	136.00
230	" "	½" Expansion Joints	0.15	34.50
3,650	" "	Contraction Joints	0.03	109.50
800	only	Dowels	0.20	160.00
7,400	lbs.	Tie Bars	0.06	444.00
25	cu. yds.	Mineral Aggregate in Place	4.00	100.00
1.7	tons	Asphalt in Place	50.00	85.00
			Subtotal	$22,349.50
			10% Engr. & Cont.	2,234.95
			Total	$24,584.45

Length 0.187 mile
Cost per mile - $131,467.64

53.5' Roadway (Sta. 26+69 to 28+34.5)

400	cu. yds.	Excavation, Single Classification	$0.50	$ 200.00
200	yd. mi.	Truck Haul	0.15	30.00
180	lin. ft.	Cutting Walks and Aprons	0.20	36.00
18	cu. yds.	Concrete Curbs and Gutters	20.00	360.00
80	" "	Salvaging Surfacing Materials	0.70	56.00
200	" "	3" - 0" Materials in Base	1.25	250.00
30	" "	3/4" - 0" Materials in Cushion Course	1.50	45.00
20	" "	3/4" - 0" Materials in Shoulders & Surfacing	1.50	30.00
30	" "	Filler	0.40	12.00
30	yd. mi.	Hauling Filler	0.15	4.50
1,000	sq. yds.	Portland Cement Concrete Pavement	2.00	2,000.00
170	lin. ft.	3/4" Expansion Joints	0.20	34.00
20	" "	½" Expansion Joints	0.15	3.00
550	" "	Contraction Joints	0.03	16.50
200	only	Dowels	0.20	40.00
900	lbs.	Tie Bars	0.06	54.00
5	cu. yds.	Mineral Aggregate in Place	4.00	20.00
0.3	tons	Asphalt in Place	50.00	15.00
			Subtotal	$3,206.00
			10% Engr. & Cont.	320.60
			Total	$3,526.60

Length 0.031 mile
Cost per mile - $113,761.29

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
60' Roadway	$24,584.45	$14,754.00	$ 9,830.45
53.5' Roadway	3,526.60	2,116.00	1,410.60
	$28,111.05	$16,870.00	$11,240.05

McKEESPORT (12TH STREET-15TH STREET) SECTION

PROJECT NO. PA 178-B (1)

While negotiations for right of way are in progress, three parcels have not been acquired, nor has the right to occupy and use these parcels been secured, but it is now believed that the right of way can be made fully available within sixteen days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

October 14, 1939

CONTRACT# [redacted] 2255

15-1208 Siskiyou Junction-Klamath County - 1939
Green Springs Hwy.

2255

15-1208 Siskiyou Junction-Klamath County
Green Springs Hwy. - 1939

2255

15-1208

Final Cost Analysis August 2, 1940
Siskiyou Junction - Klamath County Line
Green Springs Highway in Jackson County
Contract 2255 Prefix 15-1208
A. S. Wallace, Contractor P.P. Whitmore, Res.Eng.

NOTED
State Highway Engineer

Item	Cost	Quantity	Unit	Unit Cost	Unit Bid	Gross Revenue
1½"-3/4" Crushed Rock in Stockpile	611.01	583.1	cu yd	1.048	1.40	816.34
3/4"-1/2" " " " "	4,322.21	4,124.8	" "	1.048	1.40	5,774.72
½"-¼" " " " "	3,326.53	3,174.6	" "	1.048	1.40	4,444.44
¼"-#10 " " " "	838.29	800.0	" "	1.048	1.40	1,120.00
Hauling crushed rock, pile measure	2,944.65	41,903.5	yd mi	0.07	0.08	3,352.28
Screen rejections	21.50	86.0	cu yd	0.25	0.25	21.50
Hauling screen rejections	20.37	289.8	yd mi	0.07	0.08	23.18
	12,084.56					15,552.46

Gross Revenue	15,552.46
Total Cost	12,084.56
Net Profit	3,467.90

Net profit equals 22.30% of gross revenue.

Siskiyou Junction - Klamath County Line
Contract 2255

Details of Cost

Labor:		
Supervision	200.00	
Labor	3,424.65	
State Industrial Accident	235.60	
Unemployment Compensation	108.74	
Old Age Benefit	36.25	
		4,005.24
Miscellaneous Expense:		
Equipment Rental (Including Repairs)	3,754.00	
Gas, Oil and Grease	1,507.30	
Explosives	412.50	
Plant Material	1,400.00	
Miscellaneous Expense	350.00	
Overhead Expense	350.00	
Home Office Expense	150.00	
Bond	155.52	
		8,079.32
Total Cost		$12,084.56

Siskiyou Junction - Klamath County Line

Contract 2255

Analysis of Crushing Costs

Item	Cost	Quantity	Unit	Unit Cost
Move-In and Set-Up	2,316.82	8,682.5	Cu Yd	.2668
Drill Quarry	1,146.60	"	"	.1321
Load Quarry Rock	1,280.00	"	"	.1474
Haul Quarry Rock	1,480.64	"	"	.1705
Plant Operation	2,595.79	"	"	.2990
Cost of rock in bunker	8,819.85	8,682.5	Cu Yd	1.0158
Stockpile Labor	299.69	"	"	.0345
Cost of Crushed Rock	9,119.54	8,682.5	Cu Yd	1.0503
Haul Crushed Rock	2,965.02	41,903.5	Yd Mi	.0708
	$12,084.56			

Siskiyou Junction - Klamath County Line

Contract 2255

Remarks:

This was a "State Project" and consisted of furnishing approximately 7,600 cubic yards of crushed rock in stockpiles. The contract was bid and awarded on December 8, 1939. Work was started April 14, 1940 and completed May 25, 1940.

The plant was set up .8 miles east of the quarry site and erection required two weeks. The contractor chose a longer haul from the quarry rather than having to move his plant when sufficient quarry excavation had been accomplished as was contemplated in the contract.

Quarry shooting was limited by the proximity of the site to a heavily traveled highway and was done by lightly loaded down holes and lifters. Approximately 3,300 pounds of powder were used to shoot 8700 cubic yards of rock or roughly 1/3 pound per cubic yard. Only one jackhammer and a powderman were required for this operation. A 3/4 yard B20 Bucyrus-Erie shovel with a 1 cubic yard bucket loaded about 17,500 cubic yards of quarry material in 192 hours at an average of 90 cubic yards per hour. About 50% of this material was scalped out as reject at the plant. Four quarry trucks hauled the material to the plant. The plant was operated by three men and produced 8,700 cubic yards of crushed rock in 188 hours at an average rate of 46 cubic yards per hour. The plant operated one 8 hour shift a day, 6 days a week and completed the crushing in four weeks time without a shutdown of any kind during working hours. An average of eight 4 yard trucks hauled crushed rock an average of 5 miles to various designated stockpiles. Two flagmen were used to caution traffic.

The contract was done with a minimum of delay and costs were kept low through good equipment and excellent supervision. A substantial profit was made by the contractor.

E. H. Clymer
Cost Analyst

By

M. G. Smith

15-1208

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
1112 BEDELL BUILDING, PORTLAND, OREGON
TELEPHONE: ATWATER 8511

MORRISON K. SPROTT
Manager

JOSEPH A. BOYCE
Superintendent of Claims

RECEIVED
JUL 10 1940
FOR FILING

RECEIVED
JUL – 1940
OREGON
STATE HIGHWAY COMMISSION

July 8, 1940

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have your letter of June 26, wherein you advised that it is the intention of the State Highway Department to make final settlement to A. S. Wallace on contract No. 2255, for furnishing crushed rock in stock piles on the Siskiyou Junction-Klamath County Line Section of the Green Springs Highway in Jackson County.

Inasmuch as this contract has been completed to your entire satisfaction and you have not been advised of any unpaid bills for labor, materials, etc., we see no reason why this final settlement should not be made on or after July 8, and ask that you please use this letter as our authority for you to do so.

Yours very truly,

Raymond C. [illegible]
Supt. Surety Dept.

RCW/k

G. De[illegible]rt

RECEIVED
JUN 27 1940
FOR FILING

15-1208

June 26, 1940

UNITED STATES FIDELITY & GUARANTY COMPANY
M. K. Sprott, Local Agent
Bedell Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 2255, for furnishing crushed rock in stock piles on the Siskiyou Junction-Klamath County Line Section of the Green Springs Highway, in Jackson County, has been completed by the contractor, A. S. Wallace, and that final settlement will be made by the state with said contractor for work done under said contract on or after July 8, 1940.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $15,552.46, including final payment.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

DGD:MEL

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
1112 BEDELL BUILDING, PORTLAND, OREGON
TELEPHONE: ATWATER 8511

MORRISON K. SPROTT
Manager

JOSEPH A. BOYCE
Superintendent of Claims

15-1208

June 15, 1940

RECEIVED
1940

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

We have your letter of June 12, wherein you advised that it is the intention of the State Highway Commission to make semi-final payment to A. S. Wallace under contract No. 2255 in Jackson County, Oregon.

Inasmuch as this work has progressed to your entire satisfaction and you have not been advised of any unpaid bills for labor, materials, etc., we see no reason why this semi-final payment should not be made. We ask, therefore, that you please accept this letter as our authority for you to do so.

Yours very truly,

Raymond C. Weiss
Supt. Surety Dept.

RCW/k

NOTED
H. B. GLAISYER

NOTED
R. G. DeSart

RECEIVED
JUN 13 1940
FOR FILING

15-1208

June 12, 1940

UNITED STATES FIDELITY & GUARANTY COMPANY
M. K. Sprott, Local Agent
Bedell Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to A. S. Wallace on Contract No. 2255, Siskiyou Junction-Klamath County Line Section, Green Springs Highway in Jackson County. This payment will be made on or after June 22, 1940.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

DOS:MEL

Form E-1—5M—9-39

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 25, 19 40

Section Siskiyou Junction- Klamath County Line

Kind of work Furnish Cr. Rk. in Stk. Piles

Highway Green Springs

Section prefix 15-1208

Contractor A. S. Wallace

Contract number 2255

Date of contract December 8, 19 39

Date of completion June 15, 19 40

Date work started April 14, 19 40

Estimated date of completion May 25, 19 40

Amount of contract $ [illegible] 13680.

Per cent of time elapsed 66 %

Estimated cost of completed project, exclusive of engineering $ 13680.

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 300., %

Date project was completed May 25, 19 40

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed crushing Thursday night, May 23, and moving out and cleaning up quarry and plant site May 25.

Job completed.

NOTED
RAY WEBBER

H. G. SMITH

P. P. Whitmore

Signed P. P. Whitmore, Resident Engineer.

Address Ashland, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			7500. c y m.		
Estimated quantities moved or placed to date			7500. c y m.		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			30		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	11					4	15
Men and teams							
Men and trucks under 3 tons	15						15
Men and trucks over 3 tons							
Men and tractors							
	26					4	30

Equipment used during week: Shovels 1........, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants 1........,

Compressors 1........, Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair all week.		No delay.
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
JAN 3 1940
FOR FILING

15-1208

January 3, 1940

Mr. A. S. Wallace
Roseburg, Oregon

Dear Sir:

We are forwarding to you today, by express, a fully executed copy of Contract No. 2255 which was awarded to you on December 8, 1939, for furnishing crushed rock in stock piles for the Siskiyou Junction-Klamath County Line Section of the Green Springs Highway, in Jackson County. This is for your records and files.

Very truly yours,

JM:AM

Secretary

15-1218

C
O
P
Y

UNITED STATES FIDELITY AND GUARANTY CO
Portland, Oregon
December 22, 1939

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We are sending you by express today Contracts No. 2253 and 2255 and executed bonds in quadruplicate on behalf of A. S. Wallace, Roseburg, Oregon, covering the jobs recently awarded him for furnishing 15,600 cu. yds. crushed rock in stockpiles on the Wolf Creek Highway in Clatsop and Washington Counties Nehalem River-Sunset Summit Section and for furnishing 7,600 cu. yds. crushed rock in stockpiles on the Green Springs Highway in Jackson County, Siskiyou Junction-Klamath County Line Section, respectively.

Yours very truly,

RAYMOND C. WEISS
Supt. Surety Dept.

LK

15-1208

December 12, 1939

Mr. A. S. Wallace
Roseburg, Oregon

Dear Sir:

We are sending you today by express four copies of each of the following contracts which were awarded to you by the State Highway Commission on December 8, 1939:

1. Contract No. 2253, for the furnishing of crushed rock in stock piles on the Nehalem River-Sunset Summit Section of the Wolf Creek Highway, in Clatsop and Washington Counties.

2. Contract No. 2255, for the furnishing of crushed rock in stock piles on the Siskiyou Junction-Klamath County Line Section of the Green Springs Highway, in Jackson County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 5 (p. 14) of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the mimeographed page immediately following page No. 15 of the mimeographed Special Provisions, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

15-1268

December 9, 1939

Mr. A. S. Wallace
1249 Harrison St.
Roseburg, Oregon

Dear Sir:

The State Highway Commission on December 8, 1939, awarded you the contract for furnishing 7,600 cu. yds. crushed rock in stock piles for the Siskiyou Junction-Klamath County Line Rock Production Project on the Green Springs Highway, in Jackson County. This award was based on your low bid of $13,680 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary

AM

cc - Mr. S. H. Probert
Mr. G. S. Paxson

CONTRACT# [redacted] 2256

116-1009 Warm Springs Agency-Vanora 1939
Sec., Warm Springs Secon. Hwy.
#2256

Form E-

OREGON STATE HIGHWAY COMMISSION

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

SAXTON, LOONEY & RISLEY, as principal,

and the MARYLAND CASUAL COMPANY,

a corporation duly organized under th Maryland,

having its principal place of busines in the

state of Maryland
Oregon, as surety, are held and f
penal sum of five (5) per cent o
work hereinafter described, for t
ourselves, our heirs, executors,
firmly by these presents.

The condition of this bor
submitting his or its propose

5.1 miles surf

1,500 c. y.

Warm Springs

Springs Sec

said bid and proposal,

NOW, THEREF
be accepted, and the
enter into and execu
Highway Commiss
shall be void; othe

Signed and

Pacific
STATIONERY & PRINTING CO
415 S.W. SECOND
COMPLETE OFFICE EQUIPMENT
PORTLAND, ORE.

116-1049

RECEIVED
OCT 23 1940
FOR FILING

Oct. 22, 1940

Proposal bond filed by Saxton, Looney & Risley with their bid submitted on Dec. 8, 1939 for the Warm Springs Agency-Vanora Section of the Warm Springs Secondary Highway, on which project they were the low bidders. This contract was awarded to them but they defaulted and forfeited this bond. In July, 1940, the Attorneys for the bonding Company, Wilbur, Beckett, Howell & Oppenheimer, furnished the Legal Department a draft covering the amount of the bid bond which was duly deposited in the Highway Fund.

This job was re-advertised and awarded to R. O.Dail & Warren Bros. Contract No. 2282.

M. Currie.

Countersigned at Po

this 8th day of December, 19

MANSFIELD & CO.
BY
Resident Agent

Attor

filed

STATE PRINTING DEPT.

Form E-46

OREGON STATE HIGHWAY COMMISSION

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, SAXTON, LOONEY & RISLEY, as principal, and the MARYLAND CASUALTY COMPANY, a corporation duly organized under the laws of the state of Maryland, having its principal place of business at Baltimore, in the state of Maryland, and authorized to do business in the state of Oregon, as surety, are held and firmly bound unto the state of Oregon in the full and penal sum of five (5) per cent of the total amount of the bid of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas, the principal herein is herewith submitting his or its proposal for the following highway construction, to wit:

5.1 miles surfacing and oiling; also furnish 1,500 c. y. crushed rock in stock piles on Warm Springs Agency-Vanora Section of Warm Springs Secondary Highway, JEFFERSON COUNTY

said bid and proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said proposal and bid submitted by the said principal be accepted, and the contract be awarded to said principal, and if the said principal shall enter into and execute the said contract and shall furnish bond as required by the State Highway Commission within the time fixed by said commission, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 8th day of December, 1939

SAXTON, LOONEY & RISLEY

By
Principal

Countersigned at Portland, Ore., this 8th day of December, 1939
MANSFIELD & CO.
BY
Resident Agent

MARYLAND CASUALTY COMPANY
By Chas A Mansfield
Chas. A. Mansfield
Attorney-in-fact
Surety

STATE PRINTING DEPT.

(2c)

RECEIVED
FOR [illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 31, 1940

Subject: Saxton, Looney & Risley matter

To: Mr. C. B. McCullough,

Office.

Dear Sir:

For proper disposition I hand you Maryland Casualty Company draft made payable to the Highway Commission in the sum of $1678.28, which is complete satisfaction of the Commission's claim against Saxton, Looney & Risley and their surety for failure to execute the contract and furnish the construction bond covering the Warm Springs Agency-Vanora Section of the Warm Springs Highway in Jefferson County.

I have, as attorney for the Commission, signed a release against the surety company and an assignment of any claim that the Commission may have against the bidders.

Will you please advise Mr. Baldock of this settlement for he inquired about it yesterday.

Yours very truly,

JMD
J. M. DEVERS

JMD:PW
Enc.

Check recd by me from Mr McCullough 7/31/40 and deposited in State Hwy fund on Aug 1, 40.

R

RELEASE AND ASSIGNMENT

In consideration of the payment to the OREGON STATE HIGHWAY COMMISSION by the MARYLAND CASUALTY COMPANY of Baltimore, Maryland, of the sum of One Thousand Six Hundred Seventy-Eight Dollars and Twenty-Eight Cents ($1,678.28), the receipt whereof is hereby acknowledged, the Oregon State Highway Commission does hereby release and forever discharge the Maryland Casualty Company from any and all claims which the Oregon State Highway Commission may have against the Maryland Casualty Company on account of the Maryland Casualty Company having executed a bid bond for Saxton, Looney & Risley on the Warm Spring Agency-Vanora Section of the Warm Springs Highway in Jefferson County, Oregon, and the Oregon State Highway Commission does hereby sell, assign, transfer and set over unto the Maryland Casualty Company the claim of the Oregon State Highway Commission against Saxton, Looney & Risley for the amount above stated.

DATED July 31, 1940.

OREGON STATE HIGHWAY COMMISSION

BY J M Devers
Chief Counsel

FORM 5-K-1 5M 4-39

Commissioners
HENRY F. CABELL, Chairman, Portland
E. B. ALDRICH, Pendleton
HURON W. CLOUGH, Canyonville

H. B. GLAISYER, Secretary

R. H. BALDOCK
State Highway Engineer
J. M. DEVERS
Attorney
J. W. DESOUZA
Assistant Attorney

OREGON STATE HIGHWAY COMMISSION
SALEM

RECEIVED
JUN 20 1940
FOR FILING

REFERRED TO
By Asst. State Highway Engineer

116-1009

C. B. McCullough

June 12, 1940

Wilbur, Beckett, Howell & Oppenheimer,
Attorneys at Law,
Board of Trade Building,
Portland, Oregon.

10

Attention: Mr. Calvin N. Souther

Gentlemen:

I have delayed replying to your letter of June fourth in which you ask for some information concerning the Saxton, Looney & Risley bid bond given in connection with their bid for the construction of the Warm Springs job for the reason that I have been so busy with other matters that I haven't had time to examine our records and even now I can only give you information which is more or less general, for I have not yet been able to examine the minutes and records of the Commission to get all of the detail.

In the bid proposal, a copy of which the bidders had and I believe still have, and to which bid proposal was attached the form of bidder's bond which was executed by the bidders and by their surety, there is the following information:

> "Each bid shall be accompanied by cash, a bidder's bond made payable to the state of Oregon, or a certified check made payable to the secretary of state of the state of Oregon, for an amount equal to at least five (5) per cent of the total amount of said bid, and no bid shall be considered unless such cash, bond or check is inclosed therewith.
>
> "Should the successful bidder to whom the contract is awarded fail to execute the same within ten (10) days (not including Sundays) from the date of receiving the contracts prepared and ready for execution, or fail to execute and deliver the contract and contract bond as required, or fail to commence work, or fail to satisfactorily prosecute same in accordance with the terms of the contract, such cash, bond or check shall, if the Highway Commission so orders, be forfeited to said state of Oregon, and, at the option of the Highway Commission, the award may be withdrawn and the contract canceled.
>
> "If a bidder's bond is given, it must be executed upon the State Highway Commission's standard proposal bond Form No. 1-A, copy of which bond form is bound herewith. Oregon and Washington

agents of nearly all incorporated surety companies are supplied with copies of this standard form of proposal bond, and their copies may be used when circumstances make it inconvenient to secure an execution of the bond on the copy which is bound herewith. If desired, the bond form bound herewith may be detached for separate execution."

Saxton, Looney & Risley's bid for the Warm Springs Agency-Vanora Section of the Warm Springs Secondary Highway in Jefferson County was received by the Commission along with other bids at its meeting held December 8, 1939, and their bid, having been found by the Commission to be the lowest and best bid, was accepted and the contract awarded to them by the Commission on December 8, 1939, at their bid of $33,565.50. You will note in the excerpt quoted above and taken from the bid proposal that the bidder is obligated to execute the performance contract and provide the performance bond within ten days from the date of reciving the contracts prepared and ready for execution. Our records show that the performance contract was prepared and submitted to the bidders for execution along with the performance bond on December 12, 1939. Our records further show that on January 11, 1940, Mr. Risley came before the Highway Commission and speaking for the firm stated that they were having some difficulty in obtaining the contract or performance bond required by the State, but said he thought they could have the matter ironed out in about ten days and therefore asked for additional time. The Commission granted two weeks additional time within which to execute the contract and furnish the bond, such extension to terminate on January 7, 1940.

On January 29, 1940, Saxton, Looney & Risley called at my office to discuss the two jobs and at that time advised that they felt sure they would be able to handle the job on the Wilson River Highway but were not going to be able to handle the Warm Springs job. At that time they left in my office the four copies of the contract for the Warm Springs job, which contract had been executed by the contractors but not by their surety.

Subsequently, the contract for the Wilson River job was executed by the contractors and by their surety company and later the Glens Falls Indemnity Company in writing consented to the assignment of the contract to J. C. Compton.

Later there was further effort made by the surety company and the bidders to take care of the Warm Springs job and in that connection and for that purpose the four copies of the contract which had been left in my office were then left with Mr. Mansfield, representative of the surety on the bidders' bond. Later I was advised by Mr. Mansfield that the surety company and the bidders were unable to handle the Warm Springs job and the four copies of the contract were ultimately returned to this office.

The foregoing is a general statement of matters connected with this controversy, although as I stated earlier in this letter I have not had time to examine in detail all of the letters and discussions. I do know that there were several telephone conversations and two or three conferences in my office and in the office of the surety company with respect to this matter and Mr. Mansfield called me several times on the telephone requesting that the Commission be patient with the bidders until they and the surety could exert every effort looking toward the execution of the contract and the performance of the work.

The Highway Commission and this office in response to urgent requests by the surety company and the bidders delayed final action with respect to declaring the default in the bidders' bond, believing that such conduct would result in equity and that it was not befitting the Highway Commission to foreclose the bidders from an opportunity to work themselves out of a distressful financial situation.

I assume that this matter will be handled by the surety company in the same spirit which marked the conduct of the Highway Commission during the period of the extension of time granted the bidders. The surety company offered to settle the claim for $1,000 but the Highway Commission as trustees of highway funds declined the offer believing that there is no justifiable ground on which such settlement could be made.

Yours very truly,

J. M. DEVERS

JMD:PW

Form 2-30—Revised

RECEIVED
APR 27
FOR FILING

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 12, 1940

116-1009

Subject: Saxton, Looney & Risley
bid on Warms Springs Highway

To: Mr. H. B. Glaisyer,
Office.

Dear Sir:

For the purpose of keeping you informed may I say that complying with the Commission's instructions I have asked Saxton, Looney & Risley and the Maryland Casualty Company to remit the amount of the bidders' bond in connection with the Warm Springs project and have received a letter from Wilbur, Beckett, Howell & Oppenheimer today advising that the Commission's request has been passed on to the surety company by its attorneys and they will be advised of such decision as the surety company may make.

Yours very truly,

JMD

J. M. DEVERS

JMD:PW

NOTE
H B GLAI

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
HURON W. CLOUGH, CANYONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
ATTORNEY
J. W. DeSOUZA
ASSISTANT ATTORNEY

OREGON STATE HIGHWAY COMMISSION

SALEM

116-1809

March 1, 1940

NOTED
Highway Engineer

Maryland Casualty Company,
% Charles A. Mansfield,
Lewis Building,
Portland, Oregon.

Gentlemen:

I am enclosing a copy of a letter which pursuant to the order of the Commission has been sent by registered mail to each of the partners of Saxton, Looney & Risley and which has been, as you will note, not only addressed to the partnership but to the Maryland Casualty Company, which furnished the bidders' bond.

Will you please give this matter attention and conform to the Commission's requirements by remitting the amount of the bidders' bond; namely, the sum of $1,678.28.

Yours very truly,

J. M. DEVERS

JMD:PW
Enc.
cc H. F. Cabell
R. H. Baldock
H. B. Glaisyer

REFERRED TO
RHB
By Asst. State Highway Engineer

F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
HURON W. CLOUGH, CANYONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
ATTORNEY
J. W. DESOUZA
ASSISTANT ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

March 1, 1940

R.H. Baldock

Saxton, Looney & Risley,
Oak Grove, Oregon.

Maryland Casualty Company,
Portland, Oregon.

Gentlemen:

Your bid for the surfacing and oiling of 5.1 miles of the Warm Springs Agency-Vanora Section of the Warm Springs Secondary Highway in Jefferson County was adjudged by the Commission to be the lowest and best bid and you were therefore awarded the contract. You, however, elected to abandon the contract and therefore failed to execute the construction contract and furnish the construction bond.

Your bid proposal contains the following provision:

> "If this proposal shall be accepted and the undersigned shall fail to or neglect to contract as aforesaid, and to give bond in the amount specified, with surety satisfactory to the State Highway Commission, within ten (10) days (not including Sunday), from the date of receiving from the State Highway Commission the contract prepared and ready for execution, the State Highway Commission may, at its option, determine that the bidder has abandoned the contract, and thereupon forfeiture of the security accompanying his proposal shall operate and the same shall be the property of the State Highway Commission."

And your proposal bond contains the following:

> "Now, Therefore, if the said proposal and bid submitted by the said principal be accepted, and the contract be awarded to said principal, and if the said principal shall enter into and execute the said contract and shall furnish bond as required by the State Highway Commission within the time fixed by said commission, then this obligation shall be void; otherwise to remain in full force and effect."

The Commission not alone from your conduct with respect to the construction contract and the construction bond, but from your written notice that you are unable to furnish the bond, has determined that you have abandoned the contract and therefore the Commission has instructed me to request payment of the amount of the proposal bond.

March 1, 1940

The amount of your bid was $33,565.50, five per cent of which is $1,678.28. The Commission then called for bids again and the low bid received was $36,196.00. Will you please remit to the Highway Commission the amount of your bid bond; namely, $1,678.28.

Yours very truly,

J M Devers

J. M. DEVERS

JMD:PW

cc A. H. Saxton,
Corvallis, Oregon.

W. C. Looney,
Forest Grove, Oregon.

J. S. Risley,
Milwaukie, Oregon.

H. F. Cabell
R. H. Baldock ✓
H. B. Glaisyer

P. L. Crooks,
Henry Building,
Portland, Oregon.

FORM 8-X-1 5M 4-39

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
HURON W. CLOUGH, CANYONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

J. W. DeSOUZA
ASSISTANT ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

RECEIVED

116-1009

March 1, 1940

Cross References To
Claims
[illegible]
[illegible]

Mr. Henry F. Cabell, Chairman,
State Highway Commission,
Failing Building,
Portland, Oregon.

Dear Mr. Cabell:

During the conference in your office on February twenty-seventh Mr. Crooks, Trustee for Saxton, Looney & Risley, stated that the bonding company on the bidders' bids bond or proposal bond was a preferred creditor and was in a position to demand reimbursement for the amount of the bid bond in preference to the claim of unsecured creditors and you asked that I give an opinion as to the status of the bonding company as a creditor.

The bonding company is not now a creditor. If it becomes a creditor, it will be after it has been required by the Highway Commission to pay the amount of the bidders' bond in the event the bidders refuse to pay. The question is: Will the bonding company by reason of paying the amount of the bidders' bond be a preferred creditor? In trying to find an answer to this question I have examined the application made by Saxton, Looney & Risley when they applied for the bidders' bond and I find nothing in that application which in any way makes the bonding company a preferred creditor. There is, however, a provision in the application by which the bidders agree to indemnify and keep indemnified the company and hold and save it harmless from and against any and all liability for damages, loss, costs, charges and expenses of whatever kind or nature which the Company shall or may at any time sustain or incur by reason or in consequence of having executed the bond applied for, or any and all bonds executed for the bidders.

In other words, the bidders agree to reimburse the bonding company for any loss or expense it may be required to sustain by reason of having executed the bidders' bond.

Then the application goes on to say that: "For the better protection of the said Company the undersigned do, as of the date hereof, hereby assign, transfer and convey to it, the said Maryland Casualty Company, all our right, title and interest in and to all the tools, plant and equipment and materials of every nature and description that we may now or hereafter have upon said work, or in, on or about the site thereof, including as well materials purchased for or chargeable to said contract which may be in process of construction, on storage elsewhere, or in transportation to said site; hereby assigning and conveying also all our rights in and to all sub-contracts, which have been or may hereafter be entered into, and the materials embraced therein, and authorizing and empowering said Company, its authorised agents or attorneys, to enter upon and take possession of said tools, plant, equipment, materials and sub-contracts, and enforce, use and enjoy such possession upon the following conditions: This assignment shall be in full force and effect as of the date hereof should the undersigned fail to discharge any obligations of any description incurred in the performance of said contract, or be unable to complete the said work in accordance with the terms of the contract covered by said bond (s), or in the event of any default on the part of the undersigned under the said contract, or in the event of claim or default in connection with any other former or subsequent bonds executed for us or at our instance and request.

"In the event of claim or default under the bond (s) herein applied for, or in the event the undersigned shall fail to fulfill any of the obligations assumed under the said contract and bond (s), or in the event of claim or default in connection with any other former or subsequent bonds executed for us or at our instance and request all payments due or to become due under the contract covered by the bond (s) herein applied for, shall be paid to the Company--and this covenant shall operate as an assignment thereof and the residue, if any, after reimbursing the Company as aforesaid, shall be paid to the undersigned after all liability of the Company has ceased to exist under the said bond (s), and the Company shall at its option be subrogated to all rights, properties and interest of the undersigned in said contract, or contracts. The undersigned hereby also agree that in the event of any default on the part of the undersigned under said contract, or in the event a claim of any description is filed against such bond (s), the Company is authorized to inspect the books, records, accounts, etc., of the undersigned and the undersigned will upon demand of the Company turn over for inspection all of the books, records and accounts pertaining to said contract or to the financial condition of the undersigned."

The practice I understand has been that when a bidder applies for a bidders' bond it is with the understanding that if the bidder is awarded the contract the company furnishing the bidders' bond will likewise furnish the contract bond. In this particular instance I understand that failure on the part of the bidders to execute the contract and furnish the bond is due to the refusal of the bonding company which furnished the bidders' bond to furnish the contract bond. On this theory it seems to me that if the bonding company under its arrangement with the bidders could claim any preference it would lose that right, having refused to furnish the contract bond and thereby contributing to the bidders' default.

There is another feature about this controversy and that is this: There has been a trustee appointed and I understand that he has taken over the property and assets of the debtors, and since he has done so before the bonding company became a creditor (for the bonding company will not be a creditor until it is required to pay the amount of the bond) a legal question is raised as to whether the bonding company can claim anything under its assignment.

In any event it is my opinion that other than such claim as the bonding company may have under its assignment covering materials and equipment it is not a preferred creditor, and I do not believe that the bonding company is in a position to demand benefits as against the claims of other unsecured creditors.

In view of all of the circumstances it seems to me the Commission should not be influenced by any claim that the bonding company is a preferred creditor.

The amount of the Saxton, Looney & Risley bid was $33,565.50. The bidders' bond was 5% of that amount or $1678.28. When the Commission called for bids the second time the low bid was $36,196, so that the State sustained a loss by reason of the failure of Saxton, Looney & Risley to execute the contract and furnish the construction bond of $2,630.50. I shall be glad to discuss this matter further with you if you care to.

Yours very truly,

J. M. DEVERS

JMD:PW

[illegible]

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
HURON W. CLOUGH, CANYONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
ATTORNEY
J. W. DeSOUZA
ASSISTANT ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

March 1, 1940

Saxton, Looney & Risley,
Oak Grove, Oregon.

Maryland Casualty Company,
Portland, Oregon.

Gentlemen:

Your bid for the surfacing and oiling of 5.1 miles of the Warm Springs Agency-Vanora Section of the Warm Springs Secondary Highway in Jefferson County was adjudged by the Commission to be the lowest and best bid and you were therefore awarded the contract. You, however, elected to abandon the contract and therefore failed to execute the construction contract and furnish the construction bond.

Your bid proposal contains the following provision:

> "If this proposal shall be accepted and the undersigned shall fail to or neglect to contract as aforesaid, and to give bond in the amount specified, with surety satisfactory to the State Highway Commission, within ten (10) days (not including Sunday), from the date of receiving from the State Highway Commission the contract prepared and ready for execution, the State Highway Commission may, at its option, determine that the bidder has abandoned the contract, and thereupon forfeiture of the security accompanying his proposal shall operate and the same shall be the property of the State Highway Commission."

And your proposal bond contains the following:

> "Now, Therefore, if the said proposal and bid submitted by the said principal be accepted, and the contract be awarded to said principal, and if the said principal shall enter into and execute the said contract and shall furnish bond as required by the State Highway Commission within the time fixed by said commission, then this obligation shall be void; otherwise to remain in full force and effect."

The Commission not alone from your conduct with respect to the construction contract and the construction bond, but from your written notice that you are unable to furnish the bond, has determined that you have abandoned the contract and therefore the Commission has instructed me to request payment of the amount of the proposal bond.

March 1, 1940

The amount of your bid was $33,565.50, five per cent of which is $1,678.28. The Commission then called for bids again and the low bid received was $36,196.00. Will you please remit to the Highway Commission the amount of your bid bond; namely, $1,678.28.

Yours very truly,

J M Devers

J. M. DEVERS

JMD:FW

cc A. H. Saxton,
Corvallis, Oregon.

W. C. Looney,
Forest Grove, Oregon.

J. S. Risley,
Milwaukie, Oregon.

H. F. Cabell
R. H. Baldock
H. B. Glaisyer

P. L. Crooks,
Henry Building,
Portland, Oregon.

RECEIVED
26 1940
STATE HIGHWAY COMMISSION

AIR, STEAM, WATER HOSE
CONVEYOR BELTING
INDUSTRIAL BELTING OF ALL KINDS
AIR, HYDRAULIC AND STEAM PACKING
FIRE EXTINGUISHERS, NOZZLES AND SPRAYS
BATTERIES, TIRES AND TUBES
PIPE, VALVES AND FITTINGS
WIRE ROPE, ALL KINDS

P. L. CROOKS & CO., Inc.
EQUIPMENT AND SUPPLIES
DISTRIBUTORS
COLUMBIA
EXPLOSIVES
HENRY BUILDING
PORTLAND, OREGON

COMPRESSORS
DRILLS AND BITS
DUMP TRUCKS
SHOVELS
TRACTORS
MIXERS
HOISTS
—
TELEPHONES:
ATWATER 7767
BROWAY 5327

February 24, 1940.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: Attention Mr. H. B. Glaisyer.

I wish to acknowledge receipt of your letter of the 21st, inst., advising that a Special meeting of the Highway Commission, will be held on Tuesday, Feb. 27th, at 1:30 Pm, in Mr. Cabell's office in the Failing Bldg., Portland, Oregon, at which time the Commission will grant me a hearing on the Saxton, Looney & Risley, matter in connection with the Warm Springs Job.

I will be present at the meeting.

Thanking you, I remain,

PLC.

Yours very truly,
P. L. Crooks
P. L. Crooks-Trustee.

February 21, 1940

Mr. Paul Crooks
Attorney at Law
Henry Building
Portland, Oregon

Dear Mr. Crooks:

This note is simply to inform you that the State Highway Commission has a special meeting scheduled for next Tuesday, February 27, 1940, in Portland, at which meeting the Commission will be pleased to grant you a hearing on the Saxton, Looney & Risley matter.

This meeting is to be held in the office of Chairman Henry F. Cabell, Room 1107 Failing Building, at 1:30 o'clock p. m. Will you kindly advise me whether or not you will be present at such meeting.

Very truly yours,

HDG:AM

Secretary

Paul Crooks - Henry Bldg -
meeting in [illegible] [illegible]
1:30 Tuesday

THE ASSOCIATED GENERAL CONTRACTORS
of America, Inc.
WASHINGTON, D. C.
PORTLAND CHAPTER

SKILL, INTEGRITY RESPONSIBILITY

DIRECTORS
J. C. COMPTON
H. A. DICK
E. C. HALL
K. D. HAUSER
H. A. KUCKENBERG
M. J. LYNCH
J. A. LYONS
S. S. MONTAGUE
C. A. SCHRAM
F. H. SLATE
J. R. WININGER

P. L. CROOKS, HONORARY DIRECTOR

G. E. KIBBE, PRESIDENT
K. F. JACOBSEN, 1ST VICE-PRES.
THEODORE ARENZ, 2ND VICE-PRES.
NATT McDOUGALL, TREASURER

BELLE DENNIS, SECRETARY

SUITE 112 MULTNOMAH HOTEL
PORTLAND, OREGON

PHONE: ATWATER 7339

February 15, 1940.

Oregon State Highway Commission,
Salem, .
Oregon.

Gentlemen:

In regard to the project known as the Warm Springs Agency-Vanora section of Warm Springs Highway in Jefferson County let to Saxton Looney & Risley on December 8, 1939:

We feel that the Oregon State Highway Commission should waive the five percent penalty, usually required on a default of a project, in this particular case.

In taking this stand, we believe the company named above has at all times been a credit to the contracting industry as a whole, and at this time being unable to perform their contract, due to various unfortunate circumstances, should not be further penalized.

Any consideration you might give Saxton Looney & Risley will be greatly appreciated by us.

Sincerely yours,

PORTLAND CHAPTER OF
ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.

K. F. Jacobsen

K. F. Jacobsen, 1st Vice President.

485

Paul Crooks

Credit assoc wants to be relieved from obligation as secretary & loaning board

4:30 PM

Feb 15

D

F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
HURON W. CLOUGH, CANYONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
ATTORNEY
J. W. DeSOUZA
ASSISTANT ATTORNEY

OREGON STATE HIGHWAY COMMISSION

SALEM

February 1, 1940

Mr. A. H. Saxton,
Corvallis, Oregon.

Mr. W. C. Looney,
Forest Grove, Oregon.

Mr. J. S. Risley,
Milwaukie, Oregon.

Gentlemen:

I have not received a reply to my letter of January twenty-ninth in which I requested that you inform me as to whether or not you have abandoned the contract for the 5.1 miles of highway construction on the Warm Springs Agency-Vanora Section of the Warm Springs Secondary Highway in Jefferson County.

When you were in this office Saturday, January twenty-seventh you left with me the four copies of the prepared agreement and at that time advised me that you were not able to go through with the transaction. Since then, however, I was informed that some effort was being made to procure a bond.

The Commission has had no further instructions from you and has therefore decided that you have abandoned the contract and the Commission is now negotiating with the second low bidder to determine whether or not he will take the contract. If he does not it will be necessary to readvertise.

I will report to the Commission the facts with respect to this transaction and will ask for instructions as to what further action to take. I assume that the Commission will ask that the amount of your bidders' bond be paid to the State. I shall be glad to hear from you.

Yours very truly,

J. M. DEVERS

JMD:PW

NOTED
C. B. McCullough

cc Charles A. Mansfield
S. H. Probert
C. B. McCullough

N.O.A.

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 25, 1940

116-1009

Subject: Saxton, Looney & Risley bid

To: Memorandum to H. B. Glaisyer:

~~The Commission had under~~ Re consideration was given by the Commission to [illegible] the award to the bidders Saxton, Looney & Risley of the contract for the construction of the 5.1 miles of surfacing and oiling on the Warm Springs Agency-Vanora Section of the Warm Springs Secondary Highway in Jefferson County, and also the award to the said bidders of the contract for the construction of 9.50 miles of highway construction on the Jordan Creek-McNamars Camp Section of the Wilson River Highway in Tillamook County, and the failure of the said bidders to execute each of said contracts and furnish the construction bond required in support of each contract, and in this connection the Commission gave consideration to the bidder's request for additional time within which to execute said contracts and furnish the required bonds, and the Commission by unanimous action agreed to grant the bidders two weeks within which to execute the contract and furnish the bond with respect to each project, said period of time to terminate on January 27, 1940.

The Commission instructed the Secretary to so notify the bidders and the surety on their bidders' bonds and the Commission further instructed the Secretary to advise the said bidders and their sureties that in the event they failed to execute each of said contracts within said extension of time and furnish the bonds required, the Commission would determine and conclude that the bidders had abandoned the contract, and the Commission would proceed to recover the full amount of the bidders' bonds in each case.

The [illegible] was authorized by the Commission to award said contracts to the next low bidder in each instance in the event that Saxton, Looney & Risley fail to meet the Commission's requirements.

J. M. DEVERS

JMD:PW

[illegible] 1939

[illegible] 1939

original of this letter and original of similar letter re Wilson Lewis (29-10[illegible]) Highway project were both mailed to contractor in same envelope - registered return receipt requested -
C.C. of both mailed in same envelope to Surety - registered return receipt requested
HAH

January 18, 1940

Saxton, Looney & Risley,
Oak Grove, Oregon.

Maryland Casualty Company,
% Charles A. Mansfield,
510 Lewis Building,
Portland, Oregon.

Gentlemen:

The above firm of Saxton, Looney & Risley among other bidders submitted to the Highway Commission a bid or proposal for which the bidders agreed to construct 5.1 miles of surfacing and oiling on the Warm Springs Agency-Vanora Section of the Warm Springs Secondary Highway in Jefferson County, which bid was adjudged by the Highway Commission to be the lowest and best bid for said work, and, therefore, the Commission awarded to said bidders the contract for said highway construction.

In due time the construction contract was prepared and the form of contract or performance bond was prepared and both were submitted to the bidders for execution of the contract and the accompanying bond, but neither the contract nor the bond has been executed.

Thereafter the bidders came before the Highway Commission and requested that they be given additional time within which to execute the contract and furnish the required bond.

The Commission by official action taken at its meeting held in Portland on the twelfth of January, 1940, granted the bidders' request and extended the time two weeks within which to execute said contract and furnish a satisfactory performance bond. If by the end of that period of time, the final date of which is January 27th, 1940, the contract and bond have not been properly executed and delivered to the Commission, the Commission will determine and conclude that the bidders have abandoned the contract and the Commission will thereupon proceed to recover the full amount of the bidders' bond.

The bidders supported their bid with a bidders' bond which was executed by the Maryland Casualty Company as surety. Therefore, this letter and notice is addressed not only to the bidders but to the Maryland Casualty Company. You will each please treat this notice as final.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

HBG:FW
JMD

√116-1009

#3256

C O P Y

SAXTON, LOONEY & RISLEY
Oak Grove, Ore.

January 5, 1940

Oregon State Highway Comm.
Salem, Oregon

Gentlemen:

In reply to your letter of January 2nd please be advised that the contracts mentioned are now in our possession and we are taking the necessary steps in having them completed and returned to your office.

The card advising us of their arrival at the express office came at a time when our office was closed due to the fact that nearly our entire force was down with the flu. However, as stated above, we now have the contracts and hope to be able to return them to you sometime next week.

Very truly yours,

SAXTON, LOONEY & RISLEY

By J. S. Risley

√116-1009

COPY

January 2, 1939

Saxton, Looney & Risley,
Oak Grove, Oregon

Dear Sirs:

On December 12th we forwarded to you by express four copies each of contracts Nos. 2251, Jordan Creek-McNamars Camp Section in Tillamook County, and 2256, Warm Springs Agency-Vanora Section in Jefferson County.

We requested that the above contracts be executed as to agreement and bond and they be returned to this office for further handling. To date we have not received a reply from you. Will you please advise if you received the contracts and when we may expect to have them returned.

Very truly yours,

Secretary.

Dist. by J. McFarland.

116-1009

December 12, 1939

SAXTON, LOONEY & RISLEY
Oak Grove, Oregon

Gentlemen:

We are sending you today by express (addressed to Milwaukie, Oregon, the nearest express office) four copies of Contract No. 2256 which was awarded to you by the State Highway Commission on December 8, 1939, covering the Warm Springs Agency-Vanora Section of the Warm Springs Secondary Highway, in Jefferson County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 5 (p. 14) of the printed General Provisions, relating to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the mimeographed page immediately following page No. 28 of the mimeographed Special Provisions, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

116-1009

December 9, 1939

Saxton, Looney & Risley

Oak Grove, Oregon

Gentlemen:

The State Highway Commission on December 8, 1939, awarded you the contract for 5.1 miles surfacing and oiling, also furnishing 1,500 cu. yds. crushed rock in stock piles on the Warm Springs Agency-Vanora Section of the Warm Springs Secondary Highway, in Jefferson County. This award was based on your low bid of $33,565.50 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

AM Secretary

cc - Mr. S. H. Probert
Mr. G. S. Paxson

CONTRACT [redacted] 2257

FA 110-C-2 Widen Depoe Bay Bridge, 1939
Oregon Coast Hwy.
#2257

RECEIVED
JAN 15 1942
FOR FILING

110-C-2

January 14, 1942

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

In accord with the request contained in your letter of January 12, 1942, we are returning herewith the "Summary of Completed Federal Aid Work" for Project No. FA 110-C (2), in which summary we have segregated the federal aid paid on the original project for the roadwork and the two timber bridges and, likewise, the total cost for each of these items.

It is noted that you have shown the total cost to date to be $365,537.72 instead of $302,397.73 + 63,139.95 = $365,717.68, and we are assuming this has been occasioned by typographical error.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/ER

Encl.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

ECEIVED
JAN 13 1942
OREGON
STATE HIGHWAY COMMISSION

January 12, 1942

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the summary of completed Federal Aid work submitted with the final voucher for Oregon FAP 110-C (2), the Depoe Bay bridge on the Oregon Coast Highway.

The total cost of the original project is shown as 72¢ more than was shown by the final voucher paid in 1929. That voucher made no segregation for the timber bridges, but gave the cost of roadway (including timber bridges) as $246,375.73, while the present summary shows $239,965.62 + $6,410.83 = $246,376.45. The total Federal aid agrees with the original final voucher, but the amount paid on the Depoe Bay bridge is shown as $355.82 less than was shown by the voucher.

It will be necessary for us to report the cost and Federal aid the same as it was originally shown, but we do not know what segregation should be made for the timber bridges. Will you, therefore, please complete the enclosed form and return one copy to us as soon as possible.

Very truly yours,

W. H. LYNCH
District Engineer

By F E Andrews
F. E. Andrews
Sr. Highway Engineer

Encls.

RECEIVED
JAN 14 1942
FOR FILING

110 C-2

January 13, 1942

Pacific Portland Cement Company
417 Montgomery Street
San Francisco, California

Gentlemen:

We have been notified through the Secretary of State's office that the claim of the Beaver Portland Cement Company, in the amount of $3,596.99, against the Odom Construction Company for material furnished on contract No. 2257 for remodeling and widening the bridge over Depoe Bay, in Lincoln County, has been paid in full.

We appreciate your courtesy in informing us of this matter.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD/mm

NOTED
D DeSart

January 13, 1942

Maryland Casualty Company
Mansfield and Company
302 Lewis Building
Portland, Oregon

Gentlemen:

We have been informed through the office of the Secretary of State that the claim of the Beaver Portland Cement Company against the Odom Construction Company, as principal, and yourselves, as surety, for material furnished on contract No. 2257 for remodeling and widening the bridge over Depoe Bay, in Lincoln County, has been paid in full.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

BD/mm

cc - Odom Construction Company
Box 48, Oregon City, Oregon

NOTED
D. DeSart

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
JAN 10 1942
STATE HIGHWAY COMMISSION

January 9, 1942

Pacific Portland Cement Company
417 Montgomery Street
San Francisco, California

COPY

Gentlemen: Attention Mr. H. D. O'Banion

Acknowledgment is made of your letter of January 7th advising that the notice of claim by Beaver Portland Cement Company against the bond taken from Odom Construction Company and Maryland Casualty Company for work on the Depoe Bay Bridge Job, has been satisfied.

This information is being entered on the records of this office and a copy of your letter is being forwarded to the State Highway Commission for their files.

Very truly yours,

Secretary of State

S FM

cc Highway Commission
Salem, Oregon

REFERRED TO
BY SECRETARY

Shank

acknowledge — record
original letter
ow

(copy)

PACIFIC PORTLAND CEMENT COMPANY
417 Montgomery Street
San Francisco, California

January 7, 1942

Hon. Earl Snell
Secretary of State
Salem, Oregon

Dear Sir:

On or about September 11, 1940 the Beaver Portland Cement Company filed a Notice of Claim for a balance due from Odom Construction Company and Maryland Casualty Company, surety on the bond, all relating to Oregon State Highway Commission Contract Depoe Bay Bridge job.

This is to advise you that the account in question has been paid in full and the claim of Beaver Portland Cement Company against the bond is hereby withdrawn.

The undersigned, Pacific Portland Cement Company, is the successor in interest of Beaver Portland Cement Company and is the owner of this account and the claim filed thereon.

Yours very truly,

PACIFIC PORTLAND CEMENT COMPANY

(signed) H. D. O'BANION
H. D. O'Banion
Credit Manager

HDP:vb

RECEIVED
NOV 28 1941
FOR FILING

110-C-2

R

November 27, 1941

Wilbur, Beckett, Howell & Oppenheimer
Attorneys at Law
Board of Trade Building
Portland, Oregon

Gentlemen:

In accordance with your letter of November 26, we advise you that Odom Construction Company's contract No. 2257 for remodelling the bridge over Depoe Bay on the Oregon Coast Highway, in Lincoln County, was completed November 15, 1940, and accepted by the Highway Commission January 10, 1941. Final payment was made on this contract February 21, 1941.

Following are the outstanding claims which have been filed against this job:

Date Filed	Claimant	Amount	
9/11/1940	Beaver Portland Cement Co.	$3,596.99	- through Secretary of State
12/9/1940	Oceanlake Sand and Gravel Co.	36.15	
12/9/1940	C. M. Thomas	647.08	- through Secretary of State
1/4/1941	Bungalow Garage	83.05	- through Secretary of State
7/10/1941	McCready Lumber Company	88.02	- through Secretary of State
9/29/1941	Mercer Steel Company, Inc.	65.63	- through Secretary of State

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD/mm

Letter from above-named
attorneys filed in
contract # 2218
34-1023

RECEIVED
OCT - 1 1941
FOR FILING

110-C-2

R

October 1, 1941

Maryland Casualty Company
Mansfield and Company
Lewis Building
Portland, Oregon

Gentlemen:

We have received through the office of the Secretary of State copies of a notice of claim, in the amount of $65.63, filed by Mercer Steel Company, Inc. against the bond taken from Odom Construction Company for remodeling the bridge over Depoe Bay on the Oregon Coast Highway, in Lincoln County, being state highway contract No. 2257.

Inasmuch as you are surety for the contracting firm on this job, we hand you herewith, for your information and such action as is necessary, a copy of this notice of claim.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

MM

cc Odom Construction Co.
Box 48
Oregon City, Oregon

NOTED
D. DeSart

COPY

MERCER STEEL COMPANY, INC.
Reinforcing Steel and Specialties
838 N. W. Thirteenth Avenue
Portland, Oregon

September 29, 1941

Honorable Earl Snell
Secretary of State
Salem, Oregon

Dear Mr. Snell:

Please consider this letter a claim against the Odom Construction Co., and/or F. L. Odom, and their or his surety, for the unpaid balance of $65.63 due us for materials furnished on the remodeling and widening of the Depoe Bay Arch Bridge in Lincoln County for the Oregon State Highway commission.

Very truly yours,

MERCER STEEL CO. INC.

By H. D. Mercer, Pres.

HDM:G

Endorsed: File No. 2998
Filed September 30, 1941

RECEIVED
OCT - 1 1941
FOR FILING

110-C-2

October 1, 1941

Honorable Earl Snell
Secretary of State
Capitol

Dear Sir:

This acknowledges receipt of your letter of September 30, enclosing three copies of a Notice of Claim, in the amount of $65.63, filed by Mercer Steel Company, Inc. against the bond taken from Odom Construction Company in connection with its contract with the State Highway Commission, No. 2257, for remodeling the bridge over Depoe Bay in Lincoln County, on the Oregon Coast Highway.

We have noted this claim in our records of this job and will today forward to the contractor and his surety copies of the notice thereof.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

NOTED
D. - DeSart

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
OCT 1 - 1941
OREGON
STATE HIGHWAY COMMISSION

September 30, 1941

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There are enclosed for your information and files, three copies of a notice of claim by Mercer Steel Co. Inc. for $65.63 against the bond taken from Odom Construction Co., and/or F. L. Odom for work on the Depoe Bay Arch Bridge in Lincoln County which was received and filed today.

Please acknowledge receipt of the copies in order that our files may be complete.

Very truly yours,

Earl Snell
Secretary of State

FM
encs. 3

REFERRED TO
BY SECRETARY

usual letter

RECEIVED
JUL 11 1941
FOR FILING

110-C-2

July 10, 1941

Mr. Joseph R. McCready,
Attorney at Law
First National Bank Bldg.,
Forest Grove, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of July 5 enclosing two copies of claims, as follows, against the bond furnished by Odom Construction Company in connection with two state highway contracts:

> Claim of W. J. McCready Lumber Company, Forest Grove, in the amount of $88.02, plus interest, representing lumber and building materials furnished the Odom Construction Company in connection with its contract No. 2257 with the State Highway Commission for the widening of the bridge over Depoe Bay, on the Oregon Coast Highway, in Lincoln County.
>
> Claim of W. J. McCready Lumber Company against Odom Construction Company, in the amount of $338.92, plus interest, representing the value of lumber and building material furnished said contractor in connection with his subcontract with the original contractor, K. L. Goulter, for grading and bridge construction on the Necarney Creek-Neahkahnie Mountain Section of the Oregon Coast Highway, in Tillamook County, State Highway Contract No. 2259.

The bond furnished by the Odom Construction Company in connection with the Depoe Bay bridge contract was written by the Maryland Casualty Company for whom Mansfield and Company, Lewis Building, Portland, are the local agents. The bond furnished in connection with Contract No. 2259 was written by the General Casualty Company of America for whom Mansfield and Company are also the local agents.

In accordance with our usual practice we are today notifying the Odom Construction Company and K. L. Goulter that your claims have been filed in this office. We are also bringing this information to the attention of the bonding company in each instance.

Yours very truly,

Secretary

HBG:MC

NOTED
D. G. DeSart

TELEPHONE 243

JOSEPH R. McCREADY
ATTORNEY AT LAW
FIRST NATIONAL BANK BUILDING
FOREST GROVE, OREGON

RECEIVED
[illegible] - 1941

July 5, 1941

State Highway Commission
Salem, Oregon

Gentlemen:

Herewith find two notices of claim against bond filed as required by the Code for materials furnished Odom Construction Company by my clients, W. J. McCready Lumber Co. As you will notice, one applies to Contract No. 2257 on the Depoe Bay Bridge construction and the other applies to Contract No. 2259, Neahkahnie Mountain construction.

Very truly yours,

Joseph R McCready

Please acknowledge
JRM

JRM/vm

ACKNOWLEDGED
H B GLAISYER

July 10, 1941

Honorable Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of July 8 with copies inclosed of claims filed by the W. J. McCready Lumber Company against Odom Construction Company's contract No. 2257 and E. L. Coulter's contract No. 2259.

In accordance with our usual practice we are today notifying the bonding company and the contractor that the claims have been filed.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AH

NOTED
D. G. DeSart

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

July 8, 1941

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

Enclosed are three copies each of two notices of claim by the W. J. McCready Lumber Company as follows:

Notice of claim by W. J. McCready and M. C. McCready partners, doing business as W. J. McCready Lumber Co., for materials furnished in the sum of $88.02 with interest, against the bond taken from Odom Construction Co., as principal, and Maryland Casualty Co., as surety, for work on the Depoe Bay Bridge in Lincoln County. Highway Contract No. 2257.

Notice of claim by W. J. McCready and M. C. McCready, partners, doing business as W. J. McCready Lumber Co., for materials furnished in the sum of $338.92, with interest until paid, against the bond taken from K. L. Goulter, principal, and General Casualty Company of America as surety, for construction work on Necarney Creek-Neahkanie Mountain Section, Oregon Coast Highway. Contract No. 2259.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl Snell

Secretary of State

S:FL

Enc.

R

RECEIVED
JUL 11 1941
FOR FILING

110-C-2

July 10, 1941

Maryland Casualty Company
Mansfield & Company, Agents,
Lewis Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a claim which was filed with the Secretary of State by the W. J. McCready Lumber Company against the bond taken from Odom Construction Company in connection with contract No. 2257 which is for remodeling and widening the bridge over Depoe Bay on the Oregon Coast Highway, in Lincoln County.

This is being forwarded to you inasmuch as you appear surety on the bond furnished by the Odom Construction Company.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

cc - Odom Construction Company
Box 48
Oregon City, Oregon

NOTED
D. G. DeSart

COPY

W. J. McCready Lumber Co.
Retail Lumber and Building Materials
Forest Grove, Oregon

July 5, 1941

SUBJECT

To Oregon State Highway Commission and Earl Snell,
Secretary of State
Salem, Oregon

Gentlemen:

Notice is hereby given that the undersigned, W. J. McCready and M. C. McCready, partners, doing business as W. J. McCready Lumber Co. has a claim for lumber and building materials furnished in the sum of $88.02 plus interest from January 15, 1941 until paid at 6%, against the bond taken from Odom Construction Co. as principal and from Maryland Casualty Co. as surety for the work of widening and remodelling the Depoe Bay Bridge on Oregon Coast Highway in Lincoln County, Oregon, State Highway Contract No. 2257.

W. J. McCready Lumber Co.

By W. J. McCready

Partner

JHM/va

Endorsement
File No. 2986

Filed
July 8, 1941
EARL SNELL
Secretary of State

July 10, 1941

Maryland Casualty Company,
Mansfield & Company, Agents
Lewis Building
Portland, Oregon

Gentlemen:

We are in receipt of information to the effect that W. J. McCready Lumber Company of Forest Grove has a claim in the amount of $88.02 against the Odom Construction Company covering lumber and building materials furnished that company in connection with State Highway Contract No. 2257 which was awarded to the Odom Construction Company for bridge widening work over Depoe Bay on the Oregon Coast Highway, in Lincoln County.

This information is given you inasmuch as you appear as surety on the bond furnished in connection with this project.

Yours very truly,

Secretary

HBG:MC

cc - Odom Construction Co.,
Box 48
Oregon City

W. J. McCready Lumber Co.
RETAIL LUMBER AND BUILDING MATERIALS

Address reply to
FOREST GROVE, OREGON

July 5, 1941

SUBJECT

To Oregon State Highway Commission and Earl Snell,
Secretary of State
Salem, Oregon

Gentlemen:

Notice is hereby given that the undersigned, W. J. McCready and M. C. McCready, partners, doing business as W. J. McCready Lumber Co. has a claim for lumber and building materials furnished in the sum of $88.02 plus interest from January 15, 1941 until paid at 6%, against the bond taken from Odom Construction Co. as principal and from Maryland Casualty Co. as surety for the work of widening and remodelling the Depoe Bay Bridge on Oregon Coast Highway in Lincoln County, Oregon, State Highway Contract No. 2257.

W. J. McCready Lumber Co.

By W J McCready
Partner

JRM/vm

We Sell
- Windows
- Frames
- Sash
- Glass
- Doors
- Cup Doors
- Garage Doors
- Wall Board
- Insulating Board
- Veneer
- Casing
- Base
- Mouldings
- Finish
- Paints
- Varnish
- Brushes
- Roofing
- Shingles
- Shakes
- Nails
- Locks
- Hinges
- Paper
- Lath
- Plaster
- Cement
- Brick

Everything in—
LUMBER AND BUILDING MATERIALS

RECEIVED
FEB 26 1941
FOR FILES

110-C-2

a

February 25, 1941

MANSFIELD & COMPANY, Agents
c/o Maryland Casualty Company
Lewis Building
Portland, Oregon

Gentlemen:

Replying to your letter of February 24 we wish to advise that warrant covering final payment to Odom Construction Company in connection with their contract for widening Depoe Bay bridge was mailed on February 21 to the United States National Bank, Portland, as instructed. Doubtless the week-end holiday delayed the delivery of our letter. We trust you have received it before this.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

BCD:mbl

9

ASSOCIATE
MEMBER

MANSFIELD & CO.

SURETY BONDS — GENERAL INSURANCE
LEWIS BUILDING
PORTLAND, OREGON
ATwater 0191

CHAS. A. MANSFIELD
RES. PHONE
BEACON 2300

L. W. NEFF
RES. PHONE
GARFIELD 8276

RECEIVED
FEB 25 1941
OREGON
STATE HIGHWAY COMMISSION

February 24, 1941

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Re: Bond 270090 - Contract 2257 - ODOM CONSTRUCTION COMPANY - Contract for widening DePoe Bay Bridge on Oregon Coast Highway in Lincoln County

On January 24 you advised that it was your intention to make final payment to the above contractor on February 3, 1941. Your letter was acknowledged as of January 31 and the request was made that final check be mailed to the United States National Bank, Portland, Oregon, in accordance with instructions of January 6, 1940.

This check has not yet been received and we will appreciate your advising when you anticipate the check will be mailed.

mailed as per above 2-21-41

Yours very truly

MANSFIELD & CO., agents for
Maryland Casualty Company

By L. W. Neff

N

a

RECEIVED
FOR FILE

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

110-C-2

Salem, Oregon
~~February~~ November 18, 1940

Subject: Depoe Bay Bridge Widening

To:

Mr. H. B. Glaisyer
Secretary
Office

Dear Sir:

For your information, Odom Construction Company completed the work on the Depoe Bay Bridge Widening on the Oregon Coast Highway in Lincoln County, Contract No. 2257, on November 15, 1940.

Please secure authority from the Commission to pay the final estimate on this project.

Very truly yours,

G. S. Paxson
Bridge Engineer

By WAReeves
W. A. Reeves
Bridge Office Engineer

CAG CM
cc C. A. Gardner

APPROVED BY HIGHWAY COMMISSION
DATE January 10, 1941
HBGlaisyer
Secretary

RECEIVED
JAN 24 1941
FOR FILING

110-C-2

January 24, 1941

Maryland Casualty Company
Mansfield & Company
Lewis Building
Portland, Oregon

Gentlemen:

You are advised that state highway contract No. 2257 for remodeling and widening the bridge over Depoe Bay on the Depoe Bay Section of the Oregon Coast Highway in Lincoln County, has been completed and that final payment to the contractor, Odom Construction Co., will be made on or after February 3, 1941.

There are claims filed against this project, of which you have previously been notified, aggregating to $4,363.27.

This notice is served upon you since you appear as surety on the bond furnished by the contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise you that the total amount paid the contractor in connection with this contract will be $61,150.93, of which amount $168.19 represents force account work.

This contract was completed on November 15, 1940, and was accepted by the State Highway Commission on January 10, 1941.

Very truly yours,

By

Secretary

HBG/AM

NOTED
D. G. DeSart

RECEIVED
JAN 6 1941
FOR FILING

110-C-2

January 4, 1941

Maryland Casualty Company
Mansfield & Company, Agents
Lewis Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a claim which has been filed by the Bungalow Garage against the bond taken from Odom Construction Company in connection with state highway contract No. 2257 which is for remodeling the Depoe Bay Bridge on the Oregon Coast Highway, in Lincoln County. The copy of the claim was forwarded to this office by the Secretary of State.

This is being forwarded to you inasmuch as you appear surety on the bond furnished by the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

RBcAM Secretary

cc - Odom Construction Co.
Oregon City, Oregon

January 4, 1941

Honorable Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of January 3 with copies inclosed of a claim which has been filed by the Bungalow Garage against the bond taken from Odom Construction Company in connection with state highway contract No. 2257 which is for remodeling the Depoe Bay Bridge on the Oregon Coast Highway, in Lincoln County.

In accordance with our usual practice we are today notifying the bonding company and the contractor that the claim has been filed.

Very truly yours,

STATE HIGHWAY COMMISSION

By

DD:AM Secretary

NOTED
D. G. DeSart

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

January 3, 1941

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention: Mr. H. B. Glaisyer

There are enclosed for your information and files, three copies of an amended notice of claim by Bungalow Garage for $ 3.05 against the bond taken from Odom Construction Company for work on the Depoe Bay Bridge, which was received and filed in this office today.

Please acknowledge receipt of the copies.

Very truly yours,

Earl Snell

Secretary of State

S:FM
encs. 3

BUNGALOW GARAGE
DePoe Bay, Oregon

Earl Snell
Secretary of State
Salem, Oregon.

Sir:

Notice hereby is given that the undersigned Bungalow Garage, Depoe Bay, Oregon, has a claim for labor, material, welding and storage in the sum of eighty-three and 5/100 dollars ($83.05) against the bond taken from Odom Const. Co. by F. L. Odom of Oregon City for work on the widening of the Depoe Bay Bridge at Depoe Bay, Ore.

BUNGALOW GARAGE
Depoe Bay, Oregon
Ernest McWilliams, Mr.

Endorsed: File No. 2975
Filed January 3, 1941
EARL SNELL
Secretary of State

RECEIVED
JAN 2 1941
FOR FILING

110-C-2

December 31, 1940

Maryland Casualty Company
Mansfield & Company
Lewis Bldg.
Portland, Oregon

Gentlemen:

We have received through the office of the Secretary of State copies of a notice of claim by Ernest McWilliams, Jr., in the amount of $83.05, against the Odom Construction Company, for work on the Depoe Bay Bridge widening, Oregon Coast Highway, in Lincoln County, being contract No. 2257.

Inasmuch as you are surety for the contractors on this job, we hand you herewith, for your information and such action as is necessary, a copy of this notice of claim.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

cc - Odom Construction Co.
Box 48
Oregon City, Oregon

NOTED
D. G. DeSart

December 31, 1940

Honorable Earl Snell
Secretary of State
Salem, Oregon

Dear Sir:

This acknowledges receipt of your letter of December 28, enclosing three copies of a notice of claim by Ernest McWilliams, in the amount of $83.05 against the Odom Construction Company for work on the Depoe Bay Bridge, on the Oregon Coast Highway, in Lincoln County, being contract No. 2257.

We have noted this claim in our records of this job and will today forward to the contractor and his surety copies of the notice thereof.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

RECEIVED
[illegible] 31 1940

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

December 28, 1940

State Highway Commission
Salem, Oregon

Gentlemen: Attention H. B.Glaisyer, Secretary

Enclosed is a copy of a letter from Ernest McWilliams, Jr., advising that he has a bill in the amount of $83.05 against F. L. Odom of the Odom Construction Company for work on the Depoe Bay Bridge widening job. Two additional copies are also enclosed.

Very truly yours,

Earl Snell

Secretary of State

S:FL

ENC.

C
O
P
Y

BUNGALOW GARAGE

E. Mc Williams, Jr.

A Completely Equipped Garage & Repair Shop

STANDARD SERVICE

DePoe Bay, Ore.

Depoe Bay, Ore.
Dec. 26, 1940

Earl Snell
Secretary of State
Salem, Oregon

Dear Sir:

I hereby am sending you a bill against the bond of F. L. Odom of the Odom Construction Co. of Oregon City. The Bill is material and labor used in the Depoe Bay Bridge widening job at Depoe Bay. The bill totals $83.05 and several statements have been sent to him including the Itemized bills of each date purchase.

Sincerely

ERNEST MC WILLIAMS, JR.

BUNGALOW GARAGE
Depoe Bay, Oregon

ENDORSED:
File No 2875
Filed December 28, 1940
EARL SNELL, Secretary of State

RECEIVED
DEC 23 1940
FOR FILING

110-Q-2

December 17, 1940

Maryland Casualty Company
Mansfield & Company
Lewis Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by the Oceanlake Sand and Gravel Company against the bond taken from Odom Construction Company in connection with state highway contract No. 2257, remodeling and widening of the bridge over Depoe Bay on the Oregon Coast Highway, in Lincoln County.

This is being forwarded to you inasmuch as you appear surety on the bond furnished by the Odom Construction Company in connection with this job.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AM

cc - Odom Construction Co.
Oregon City, Oregon

December 17, 1940

Honorable Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of December 16, 1940, inclosing copies of claim which has been filed by Oceanlake Sand and Gravel Company against the bond taken from Odom Construction Company in connection with state highway contract No. 2257, remodeling and widening the bridge over Depoe Bay on the Oregon Coast Highway.

In accordance with our usual practice, we are today bringing this claim to the attention of the bonding company and the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AM

NOTED
D. G. DeSart

a

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

[illegible] VED
17 1940
[illegible]

December 16, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer

There are enclosed for your information and files, three copies of a notice of claim by Oceanlake Sand & Grave Co. for $36.15 against the bond taken from Odom Construction Company for work on the Depoe Bay bridge, contract No. 2257, which was received and filed in this office today.

Please acknowledge receipt of the copies.

Very truly yours,

Earl Snell
Secretary of State

S:FM
encs. 3

[illegible] [illegible] [illegible] [illegible] [illegible]
[illegible], Oregon

[illegible] [illegible], [illegible]

To

Secretary of the State of Oregon
Salem, Oregon

Notice is hereby given that the undersigned [illegible]

(Sgd.) [illegible] [illegible] [illegible] Co.

By [illegible] [illegible]

NOTED
D. G. DeBart

OCEANLAKE SAND & GRAVEL CO.
Oceanlake, Oregon

December 12, 1940

To:

Secretary of the State Of Oregon
Salem, Oregon

Notice is hereby given that the undersigned (Oceanlake Sand & Gravel Company) has a claim for materials furnished in the sum of Thirty-six Dollars and Fifteen Cents ($36.15) against the bond taken from the Odom Construction Company for the work of remodeling and widening the bridge over Depoe Bay, State contract #2257.

(Sgd.) Oceanlake Sand & Gravel Co.

By Loyd Calkins

NOTED
D. G. DeBart

RECEIVED
DEC 12 1940
FOR FILING

110-C-2

December 9, 1940

Oceanlake Sand & Gravel Co.
Oceanlake, Oregon

Gentlemen:

This will acknowledge receipt of your letter of December 4, transmitting your claim in the amount of $36.15, against the Odom Construction Company, on their contract No. 2257, for remodeling and widening the bridge over Depoe Bay.

We advise that you file this claim with the Secretary of State, in accordance with Chapter 517, Laws of Oregon, 1939, copy of which is enclosed for your guidance.

For your information, the performance bond on this contract was furnished by the Maryland Casualty Company, for whom Mansfield & Company, Lewis Building, Portland, are local agents. This contract was completed on November 15, 1940, but has not yet been accepted by the State Highway Commission.

In accordance with our usual custom, we are calling this claim to the attention of the bonding company and the contractor.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

DOD:RS

Secretary

NOTED
D. G. DeSart

December 9, 1940

Maryland Casualty Co.
Mansfield & Company
Lewis Building
Portland, Oregon

Gentlemen:

The State Highway Commission has been advised that the Oceanlake Sand & Gravel Company has a claim in the amount of $36.15 against the Odom Construction Company in connection with its contract No. 2257, for the remodeling and widening of the bridge over Depoe Bay, on the Oregon Coast Highway, in Lincoln County.

This information is given you inasmuch as you appear as surety on the bond furnished by the Odom Construction Company.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

AM:BS Secretary

cc Odom Construction Co.

Oceanlake Sand & Gravel Co.
Oceanlake, Oregon

RECEIVED
DEC 6 - 1940
[illegible] SSION

December 4, 1940

Oregon State Highway Commission
Salem, Oregon

Dear Sirs:

I have a bill against the Odom Construction Company, who have a State Contract for the DePoe Bay Bridge, and have not been able to collect for same.

I would like to file this claim with the State in order to receive payment. The amount is $36.15.

Please advise as to the proper procedure.

Yours very truly,

Oceanlake Sand and GravelCompany.

By Loyd Calkins

RECEIVED
DEC 12 1940
FOR FILING

110-C-2

December 9, 1940

Maryland Casualty Co.
Mansfield & Co.
Lewis Bldg.
Portland, Oregon

Gentlemen:

We have received through the office of the Secretary of State copies of a notice of claim by C. M. Thomas, in the amount of $647.08, against the Odom Construction Company for crushed rock used on contract No. 2257, for the remodeling and widening of the bridge over Depoe Bay, on the Oregon Coast Highway, in Lincoln County.

Inasmuch as you are surety for the contractor on this job, we hand you herewith, for your information and such action as is necessary, a copy of this notice of claim.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

RS
encl.
cc - Odom Construction Co.

NOTED
D. G. DeSart

December 9, 1940

Honorable Earl Snell
Secretary of State
Capitol

Dear Sir:

This acknowledges receipt of your letter of December 3, 1940, enclosing three copies of a notice of claim by C. M. Thomas in the amount of $647.08 against the Odom Construction Company for crushed rock, being State Highway Contract No. 2257.

We have noted this claim in our records of this job and will today forward to the contractor and his surety copies of the notice thereof.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

By

RS

Secretary

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

December 3, 1940

State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

Enclosed are three copies of a notice of claim by C. M. ^homes, for crushed rock in the amount of $647.08 against the bond taken from Odom Construction Company for work on the Depoe Bay Bridge.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl Snell
Secretary of State

S:FL

Enc.

Depoe Bay, Oregon

December 2, 1940

Mr. Earl Snell
Sec. of State
Salem, Oregon

To State of Oregon-

Notice hereby is given that the undersigned C. M. Thomas has a claim for crushed rock in the sum of $647.08 against the bond taken from the Odom Construction Co. for the work of the Depoe Bay bridge.

Yours truly

C. M. THOMAS

ENDORSED:

File No. 2968
Filed December 3, 1940
Earl Snell, Secretary of State

110-C-2

Stencil No.

A

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

RECEIVED
DEC 6 1940
FOR FILING

RECEIVED
DEC 5 - 1940

December 3, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon Federal Aid Project 110-C (2), Depoe Bay Bridge Section of the Oregon Coast Highway ____________________, was made by a representative of this office on November 27, 1940. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Jon

RECEIVED
DEC 4 1940
FOR FILING

110-C-2

2257

November 25, 1940

Mr. Joseph McCready
Attorney at Law
Forest Grove, Oregon

Dear Sir:

Reply is made to your letter of November 23 relative to the claim of your client against the Washington Hauling Company.

The purchase order mentioned therein is an entirely separate transaction from the contract and is not covered by the bond furnished by the Washington Hauling Company in connection with this contract which covers the furnishing of certain materials in stock pile, all of which have been furnished and paid for.

Relative to the bridge widening project at Depoe Bay, wish to say that this contract was completed by the Odom Construction Company on November 15, 1940, but has not been accepted by the State Highway Commission as yet and payment of the final estimate has not been effected. This is state highway contract No. 2257 and in connection therewith the bond furnished for the protection of claims was written by the Maryland Casualty Company for whom Mansfield & Company are local agents with offices in the Lewis Building, Portland.

Very truly yours,

HBG:AM

Secretary

ONE 248

RECEIVED

JOSEPH R. McCREADY
ATTORNEY AT LAW
FIRST NATIONAL BANK BUILDING
FOREST GROVE, OREGON

November 23, 1940

State Highway Department

Salem, Oregon

Gentlemen:

In reference to the Washington Hauling Co. about which we have had some correspondence, the bonding company now points out that there was another contract known as your Purchase Order No. 3193 and they are asking that we accept their account. Wonder if you could kindly advise in what locality this No. 3193 was to be performed, also if it has been accepted by the commission.

Will you, also, advise if the main contract of widening the bridge at Depoe Bay, Lincoln County, has been fully performed and formally accepted by the commission as yet.

Very truly yours,

Joseph R McCready

JRM/vm

ANSWERED
H. B. GLAISYER

110-C-2

November 25, 1940

Mr. Joseph McCready
Attorney at Law
Forest Grove, Oregon

Dear Sir:

* * * * * * * * * * * * * * * * *

Relative to the bridge widening project at Depoe Bay, wish to say that this contract was completed by the Odom Construction Company on November 15, 1940, but has not been accepted by the State Highway Commission as yet and payment of the final estimate has not been effected. This is state highway contract No. 2257 and in connection therewith the bond furnished for the protection of claims was rwitten by the Maryland Casualty Company for whom Mansfield & Company are local agents eith offices in the Lewis Building, Portland.

Very truly yours,

HBG:AM

Secretary

Original letter filed on 21-1208

RECEIVED
SEP 12 1940
FOR FILING

110-C-2

September 11, 1940

MARYLAND CASUALTY COMPANY
Mansfield & Co., Local Agents
Lewis Building
Portland, Oregon

Gentlemen:

We hand you herewith copy of a notice of claim received from the Secretary of State, advising that Beaver Portland Cement Company has an unpaid account in the sum of $3,596.99 against Odom Construction Company in connection with State Highway Contract No. 2257, Depoe Bay Bridge Widening project, in Lincoln County.

This copy of the notice is being given you inasmuch as you are surety for the contractor on this job, that you may give it due attention.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MRL

cc - Odom Construction Company
Box 48
Oregon City, Oregon

NOTED
D.G. DeSart

September 11, 1940

Hon. Earl Snell
Secretary of State
CAPITOL

Dear Sir:

This acknowledges receipt of your letter of September 7, enclosing one copy of a notice of claim by Beaver Portland Cement Company against Odom Construction Company, in the amount of $3,596.99, for cement delivered in connection with the Depoe Bay bridge widening job. We will see that the contractor and his surety are notified.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MEL

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
[illegible] 1940

September 7, 1940

State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention H. B. Glaisyer, Secy.

There is enclosed for your records, copy of a letter from Beaver Portland Cement Company, advising of their unpaid account in the amount of $3,596.99 for cement delivered to the Depoe Bay Bridge job for Odom Construction Company.

Very truly yours,

Earl Snell
Secretary of State

S:FL

Enc.

COPY

BEAVER PORTLAND CEMENT COMPANY

PORTLAND, OREGON

Mr. Earl Snell
Secretary of State
Salem, Oregon

Dear Sir:

As a matter of record, we take this opportunity of advising you that up to the end of August we have an unpaid account for cement delivered to the Depoe Bay Bridge job for Udom Construction Company in the sum of $3596.99.

Yours very truly,

BEAVER PORTLAND CEMENT COMPANY

By BUELL C. NELSON

- Secretary

BCN/DM

RECEIVED
AUG 1[illegible] 1940

110-C-2

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE REFER TO FILE No.

Stencil No. 124
Ore. FAP 110-C(2)
Depoe Bay Bridge
Oregon Coast Hwy.

July 15, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Tron

Waypr-6209

Form P. R. 2

State Oregon

Federal Aid Project No. 110-C(2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 24th day of May, 1940 by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 15th day of July, 1924, a project statement, which was approved on the 6th day of September, 1924, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section C(2) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 22d day of November 1939; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of thirtyeight thousand, three hundred seventy and 00/100 dollars ($38,370.00) as the share of the United States payable under said act on account of Section C(2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State from Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939. (Include date and citation of act of legislature by which authorized)

(b) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 386+96.83 and survey station 390+30.66, lying entirely within the N 1/2 of Sec. 8, T. 9 S., R. 11 W., W.M.

, length 0.063 of a mile~~s,~~ in Lincoln County, being Section C(2) of Oregon Federal Aid project No. 110, consisting of one bridge~~s, each~~ of more than 20 feet clear span, 0.063 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C(2) of said project shall not in any event exceed the sum of thirty-eight thousand, three hundred seventy and 00/100 dollars ($38,370.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of sixty-three thousand, nine hundred forty-three and 00/100 dollars ($63,943.00), the approved total estimated cost of Section C(2) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 529, laws 1939.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112.**

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ________ day of JUN 21 1940, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By Huron W. Clough
Member, State Highway Commission
(Title of officer)

By ________________
Member, State Highway Commission
(Title of officer)

By ________________
____
(Title of officer)

By ________________
____
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By W.J.O. Feary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11379

RECEIVED

Form PR. 2—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. 110-C(2) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 63,943.00 as the total estimated cost of said project, and the sum of $ 38,370.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of JUN 21 1940 one thousand nine hundred and ______

Federal Works Administrator,

By W. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10139

RECEIVED
JUN 22 1940
FOR FILING

110-C-2

June 21, 1940

Mansfield & Company
310 Lewis Building
Portland, Oregon

Gentlemen:

In reply to your letter of June 20, regarding pay roll No. 23, of the Odom Construction Company, contractors on the Depoe Bay Bridge, we wish to advise that the total wages paid, up to and including June 8, as evidenced by pay roll No. 23, is $13,225.95.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by M. C. Wood/GS

ASSOCIATE
MEMBER

MANSFIELD & CO.
Successors to
BRISBINE & MANSFIELD
SURETY BONDS — GENERAL INSURANCE
310 LEWIS BUILDING
PORTLAND, OREGON
[redacted]
ATWATER 0191

CHAS. A. MANSFIELD
BEACON 2309
L. W. NEFF
BROADWAY 3817

RECEIVED
21 1940
STATE HIGHWAY COMMISSION

June 20, 1940

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Re: ODOM CONSTRUCTION COMPANY

We are advised by Odom Construction Company in connection with the contract for the widening of the DePoe Bay Bridge in Lincoln County, Federal Adit Project #FA110-C-(2) that the total payroll to date, June 8, as evidenced by payroll on Payroll#23, Sheet 1 &2 of 2, is $14,157.

Will you please advise if this is the total amount of payroll according to your records on this job?

Yours very truly
MARYLAND CASUALTY COMPANY
By Chas. A. Mansfield

CAM:N

110-C-2

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SEP 11 1940
FOR FILING
FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

(Stencil #28)

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
MAY 22
STATE H

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon FAP 110-C (2)
Depoe Bay Bridge
Oregon Coast Highway

May 21, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

RECEIVED
MAY 9 1940
FOR FILING

110-C-2

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM ☐	FULL RATE ☐
DAY LETTER ☐	DEFERRED ☐
NIGHT MESSAGE ☐	NIGHT LETTER ☐
NIGHT LETTER ☐	SHIP RADIOGRAM ☐

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

R. B. WHITE, PRESIDENT
NEWCOMB CARLTON, CHAIRMAN OF THE BOARD
J. C. WILLEVER, FIRST VICE-PRESIDENT

1206-A

CHECK	
ACCTG INFMN.	
TIME FILED	

RECEIVED
MAY 9 1940

Send the following message, subject to the terms on back hereof, which are hereby agreed to

H.B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Portland, Oregon, May 8, 1940

RECEIVED
MAY 9 1940
FOR FILING

WE CONSENT TO DELIVERY TO MRS. ODOM ESTIMATE CHECK OF ODOM CONSTRUCTION COMPANY DEPOE BAY BRIDGE JOB APPROXIMATELY THIRTY ONE HUNDRED DOLLARS

MARYLAND CASUALTY COMPANY - MANSFIELD
Chas. A. Mansfield

Paid-Charge
Mansfield & Co.
310 Lewis Bldg.
Portland

WESTERN UNION GIFT ORDERS ARE APPROPRIATE GIFTS FOR ALL OCCASIONS

RECEIVED
[illegible] 1 [illegible] 1940
[illegible]

110-C-2

February 5, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate as basis for project agreement for the Depoe Bay Bridge, Project No. FA 110-C (2).

The item of "Preparation of Old Bridge and Maintenance of Traffic", omitted in the preliminary estimate, has been included in the agreement estimate. We have not included a portion of the "Clearing and Grubbing" item, however, it being our usual practice to consider this a roadway item.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department   Federal Aid Project No. 110-C (2)

DEPOE BAY BRIDGE ON THE
OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 5, 1940

All Required		Preparation of Existing Bridge and Maint. Traffic		$ 3,000.00
640	cu. yds.	Structural Excavation	$ 4.00	2,560.00
50	cu. yds.	Structural Excavation Below Plans	5.00	250.00
1,560	cu. yds.	Class "A" Concrete	22.00	34,320.00
236,000	lbs.	Metal Reinforcement	.05	11,800.00
300	lbs.	Copper and Bronze	.60	180.00
800	lin. ft.	Concrete Handrail	6.00	4,800.00
10	cu. yds.	Mortar Rubble Masonry	12.00	120.00
All Required		Electric Wiring and Fixtures		1,100.00
		Subtotal		$ 58,130.00
		10% Engr. & Cont.		5,813.00
		Total		$ 63,943.00

Length .059 mile

Federal Aid Funds- $ 38,370.00
State Funds- 25,573.00

$ 63,943.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

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JAN 29 1940
FOR FILING

110-C-2

January 26, 1940

Mr. Paul Baird

Depoe Bay, Oregon

Dear Sir:

The petition of the residents of Depoe Bay concerning the rearrangement of the contractor's operations to provide more parking space has been carefully considered. In the planning of the project we restricted the contractor's operations to the minimum space which we considered practicable. He will not be allowed to interfere with the travel portion of either the bridge or the highway nor will he be allowed to use any of the present parking space north of the structure. In order to do the work, it is necessary that he have some access to the site, and we have provided what we believe is a minimum in permitting him to use the additional right of way which we have purchased south of the bridge for the eventual widening of the highway. Since this area is not sufficient, the contractor has, at his own expense, leased the private property lying to the west of this widened right of way to provide sufficient room for his operations.

The suggestion of moving the material yard to a point near the Spouting Horn is not practicable in that all of the material stored there would then have to be hauled over the highway to the bridge, and the interference with traffic would result in a dangerous condition. As the job goes along, we will use every effort to limit the inconvenience to visitors to Depoe Bay to a minimum.

You will no doubt realize that with work of this magnitude under way some inconvenience must necessarily be caused.

We would ask that you cooperate with us so that we can complete the job in the shortest possible time and provide a facility which has been greatly needed for a long time.

It would be appreciated if you would convey this information to the many people who signed the petition.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP CM
cc G. S. Paxson

Depoe Bay, Oregon,
January 24, 1940.

REFERRED TO
F. H. P.
By Asst. State Highway Engineer

State Highway Commission,
Salem, Oregon.

Gentlemen:--

Inasmuch at the bridge building operations have taken practically all the parking space here, and this will continue throughout the summer, we respectfully petition you to move the material on the highway right of way in Blocks 1 (one) and 2 (two) to the location north of the bridge between the present parking space and the South Spouting Horn. In so doing the space from which the material is taken, as well as the fill made, will be available for parking. We feel sure this would not interfere with the rock wall that is to be built at the western extremity of the land(North) later in the season. We consider this and emengency due to the fact that over one million patrons stop at Depoe Bay each season, and available records will prove this to be the most congested spot on the Oregon Coast Highway, so we would ask for prompt consederation.

Name	Business
D. M. Seavert	De Poe Bay Grocery
Edith M. Baird	Postmaster - Depoe Bay Ore.
Paul Baird	Real Estate
J. K. Sand	Drug Store
R. E. Simmons	Cottages
Rosalie Simmons	JIFFY LUNCH
J. E. Bradford	Garage
J. E. O'Neil	[illegible] stand
Beatrice Hopkins	View Variety Shop
A. J. Perkins	Auto Court
Katherine Seifert	Novelty Shop
Fred Peters	auto court
Herman Poland	local agent Columbia River Packers Assn

Depoe Bay, Oregon,
January 24, 1940.

State Highway Commission,
Salem, Oregon.

Gentlemen:--

Inasmuch at the bridge building operations have taken practically all the parking space here, and this will continue throughout the summer, we respectfully petition you to move the material on the highway right of way in Blocks 1 (one) and 2 (two) to the location north of the bridge between the present parking space and the South Spouting Horn. In so doing the space from which the material is taken, as well as the fill made, will be available for parking. We feel sure this would not interfere with the rock wall that is to be built at the western extremity of the land(North) later in the season. We consider this an emergency due to the fact that over one million patrons stop at Depoe Bay each season, and available records will prove this to be the most congested spot on the Oregon Coast Highway, so we would ask for prompt consderation.

Name	Business
H L Coffin	The Aquarium
Leon V Mix	Glendale Cottages
C J Bratt	Depoe Bay Museum
F. P. Bradly	Depoe Bay Development Company
C. W. Crawford	Spouting Horn Inn.
E. L. Walters	Canning & Smoking +
A. J. Iredale	DePoe Bay Hdw Co.
H. O. Youngblood	Cliff House
R MacDougall	Sunset Terrace Service
A. F. Green	Barber Shop
Leon F. Robinson	Bayside Cafe.
E. B. Wooldridge	Fish House
Thomas Baron	Finisterre Lodges
L. L. Lloyd	Loyds Cottages
Mack Dwyer	Depoe Bay-
A. C. [illegible]	Pinys Apt.
Ella Dwyer	Sea View Cottages,

RECEIVED

110-C-2

January 23, 1940

Mr. Edward W. Thompson, President
Columbia River Packers Association, Inc.
Astoria, Oregon

Dear Sir:

Your representative, Mr. Poland, was here yesterday with reference to your request that some plan be made so that the additional wall and extension of the highway at the south approach to the Depoe Bay bridge will not block the entrance to your station. Arrangements were made for Mr. Paxson, our Bridge Engineer, to contact Mr. Poland at Depoe Bay Wednesday to determine what can be done.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
cc Mr. G. S. Paxson

COLUMBIA RIVER PACKERS ASSOCIATION

ASTORIA, ORE.

EDW. W. THOMPSON,
PRESIDENT

January 20, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This company operates a fish receiving station at the south approach to the Depoe Bay highway bridge at Depoe Bay, Oregon. Our receiving station and floats to accommodate the fishermen is situated below the highway near the south approach to the bridge as indicated in the enclosed photograph. There is only one way for us to get to our receiving station with our trucks, which is down the roadway which we maintain connecting with the highway at the south bridge approach.

We are now informed by your Mr. Easton, District Inspector, that the highway department is planning to put an additional wall and extension of the highway right at the point where our roadway comes into the highway. You can readily see that this would block the entrance to our station and would make it impossible for us to remove the fish from the station with our trucks.

We respectfully request that you ask your District Engineer to cooperate with us and to work out your proposed wall to this approach so that it does not block the entrance to our roadway. Trusting that we may have a prompt and favorable response, we are,

Very truly yours,
COLUMBIA RIVER PACKERS ASSN., INC.

Edward W. Thompson
by G.B.
President

EWT:gb
Enclosure

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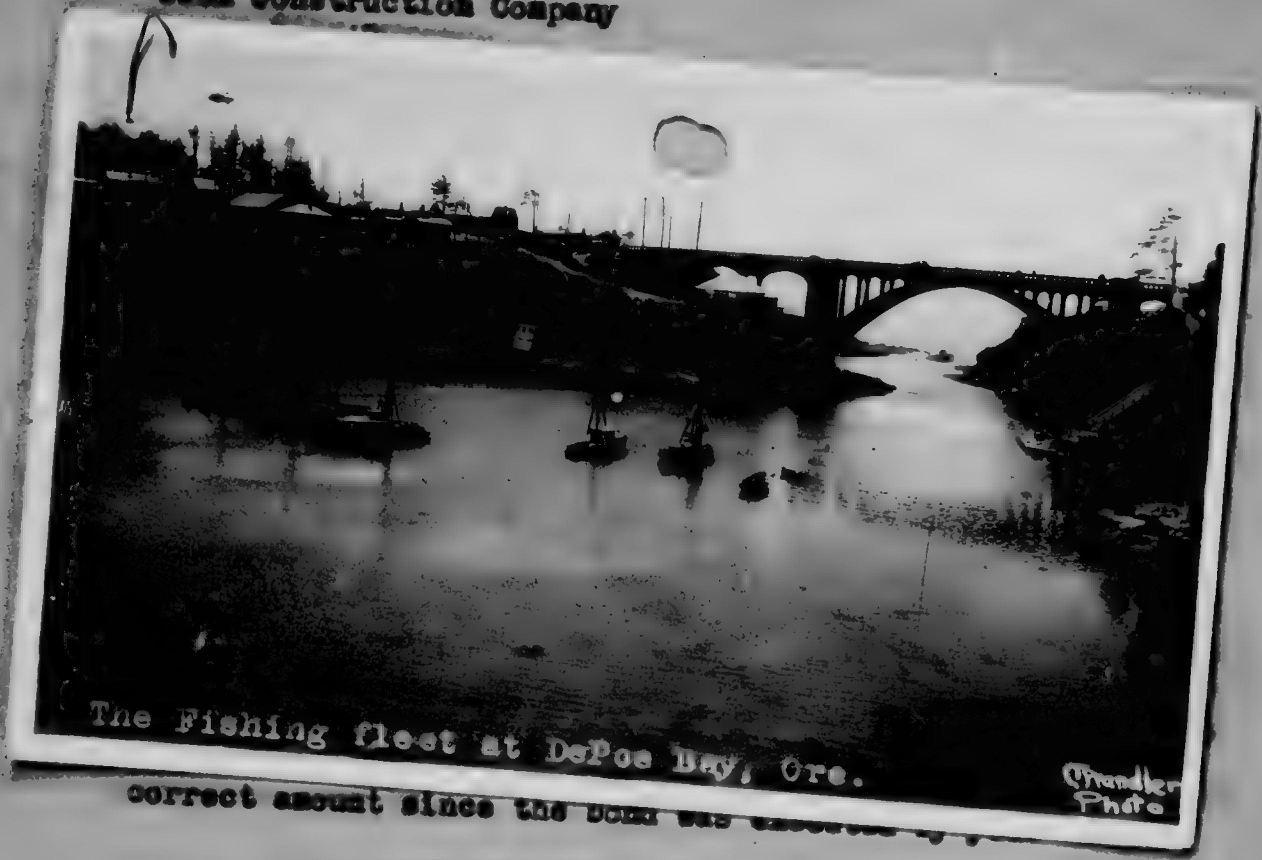
JAN 1 1940
FOR FILING

110-C-2

January 2, 1940

Odom Construction Company



The Fishing fleet at DePoe Bay, Ore.

Chandler Photo

correct amount since the bond was

Very truly yours,

JM:AM

Secretary

RECEIVED
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FOR FILING

110-C-2

January 2, 1940

Odom Construction Company
P. O. Box 48
Oregon City, Oregon

Gentlemen:

We are sending to you today, by express, a fully executed copy of Contract No. 2257 which was awarded to you on December 8, 1939, for the Depoe Bay Widening Project on the Oregon Coast Highway, in Lincoln County.

We wish to call your attention to the fact that, on account of a typographical error, the total amount of the contract price and the bond was shown as $60,362.50 instead of $60,367.50. We have changed both totals to the correct amount since the bond was executed by you.

Very truly yours,

JM:AM

Secretary

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DEC 15 1939
FOR FILING

110-C-2

December 14, 1939

ODOM CONSTRUCTION COMPANY
P. O. Box 48
Oregon City, Oregon

Gentlemen:

We are sending you today by express four copies of Contract No. 2257 which was awarded to you by the State Highway Commission on December 8, 1939, covering the widening of Depoe Bay Bridge on the Oregon Coast Highway, in Lincoln County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 7 of the printed General Provisions, relating to the Workmen's Compensation Act. You will be expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Yours very truly,

STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

FA 110-C-2

December 9, 1939

Odom Construction Co.
Box 48
Oregon City, Oregon

Gentlemen:

The State Highway Commission on December 8, 1939, awarded you the contract for remodeling and widening the concrete arch bridge over Depoe Bay and construction of 0.1 mile of highway roadbed approaches on the Oregon Coast Highway, in Lincoln County. This award was based on your low bid of $60,367.50 submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary

AM

cc - Mr. S. H. Probert
Mr. G. S. Paxson

FA 110-C-2

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

DEC 11 1939

December 8, 1939

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. 110-C (2), Remodel and widen concrete arch bridge over Depoe Bay and construct 0.1 mile of highway roadbed approaches on Oregon Coast Highway, to Odom Construction Company, Oregon City, Oregon, who submitted the low bid.

Very truly yours,

W H Lynch

W. H. LYNCH,
District Engineer.

November 17, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and three copies of right of way statement for the Depoe Bay Bridge, Project No. FA 110-C (2).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 110-C (2)

DEPOE BAY BRIDGE ON THE

OREGON COAST HIGHWAY IN LINCOLN COUNTY

[illegible]

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 17, 1939

650	cu. yds.	Structural Excavation	$ 5.00	$ 3,250.00
50	cu. yds.	Structural Excavation Below Plans	8.00	400.00
1,560	cu. yds.	Class "A" Concrete	30.00	46,800.00
236,000	lbs.	Metal Reinforcement	.055	12,980.00
300	lbs.	Copper and Bronze	.75	225.00
800	lin. ft.	Concrete Handrail	5.00	4,000.00
10	cu. yds.	Mortar Rubble Masonry	15.00	150.00
All Required		Electric Wiring and Fixtures		1,200.00
			Subtotal	$ 69,005.00
			10% Engr. & Cont.	6,900.50
			Total	$ 75,905.50
		Length	.059 mile	

Federal Aid Funds- -	$ 45,550.00
State Funds- -	30,355.50
	$ 75,905.50

DEPOE BAY BRIDGE

PROJECT NO. FA 110-C (2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

November 17, 1939

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

NOV 25 1939

November 22, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 110-C (2), the Depoe Bay Bridge on the Oregon Coast Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

Confirming our telephone conversation, it is understood that the items of "Clearing and Grubbing" and "Preparation of Old Bridge and Maintenance of Traffic", which were omitted from the preliminary estimate, will be included in the agreement estimate in so far as they pertain to the Federal Aid portion of the project.

Very truly yours,

W. H. LYNCH
District Engineer

By LCaufield
L. J. Caufield
Sr. Highway Engineer

M

FORM 2-B: MM 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
HURON W. CLOUGH, CANYONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

52

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OCT 11 1939
FOR FILING

July 17, 1939

110 C-2

Mr. H. B. Glaisyer
Secretary
Office

Dear Sir:

The Highway Commission tentatively placed the widening of the Depoe Bay Bridge on the Oregon Coast Highway on the program. The widening of the structure requires a War Department permit since it is over a navigable stream. Please bring this to the attention of the Commission so that we may have an entry in the minutes authorizing the application for permit for this structure.

Very truly yours,

G S Paxson

G. S. Paxson
Bridge Engineer

GSP CM
cc C. B. McCullough

ok

M

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MAY 16 1939
FOR FILING

Coast Projects Bridges

May 15, 1939

NOTED
Asst. State Highway Engineer

Mr. H. G. Smith
Mr. G. S. Paxson

We have had some complaint in reference to the narrow cut south of DePoe Bay Bridge. I wish you would look into the matter of including the cut widening project as part of the bridge widening job which we expect to do some time soon.

C. B. McCullough

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

May 5, 1939

Mr. C. B. McCullough
Assistant State Highway Engineer
Office

Dear Sir:

I am returning herewith correspondence concerning the pathway and sidewalk south of Depoe Bay in Lincoln County. I am also attaching a print from a pencil tracing showing an elevation of the proposed widening of the Depoe Bay Bridge. This contemplates a widening on the west side of the present structure. Our new centerline is 19 feet west of the present centerline and provides for a widening of the present structure to a 48-foot roadway with a 5-foot sidewalk on each side. We have made arrangements for the necessary right of way at the bridge site. I do not believe that this additional right of way extends back from the bridge very far on either end. The widening plan contemplates the construction of two new arches skewed with the present arches so as to follow the channel. A preliminary estimate for the cost of this widening is $70,000. This is not based upon detail plans, but the quantities have been compared with those in the old bridge.

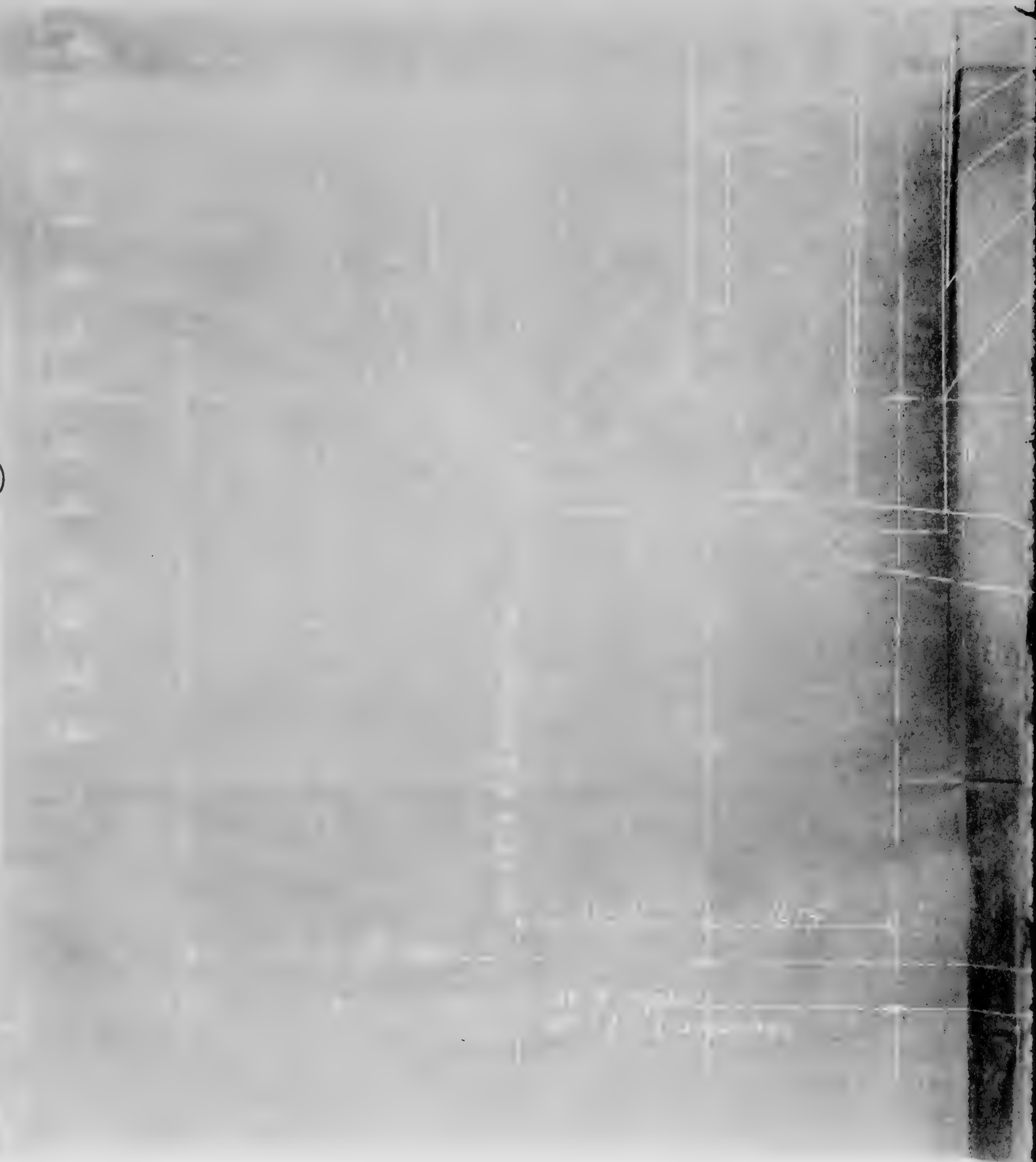
Sightseers and fishermen have a habit of standing on the present bridge and create a serious traffic hazard. I would recommend that this widening be budgeted for as early construction as is practicable.

Very truly yours,

GS Paxson

G. S. Paxson
Bridge Engineer

GSP CM
Attached



CONTRACT [redacted] 2258

FA 196-A-3 Trout Cr.-Toll Cr. Sec., 1939
#2258 Santiam Hwy. (Surfacing &
Oiling)

RECEIVED
NOV 27 1940
FOR FILING

196-C-2

November 26, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are enclosing herewith the copies of progress voucher for the Grade Creek-Storm Creek Section, Project No. 196-C (2), which copies were returned to this department for signature.

Very truly yours,

R. H. BALDOCK
Chief Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/ER

Encl.

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

Accounts

November 23, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are returning herewith progress voucher #1 for Project F.A. 196 C(2), as the face of the voucher is not signed.

Very truly yours

W. H. LYNCH
District Engineer

By: LJCanfield
L. J. Canfield
Sr. Highway Engineer

Encl.

196-H-3

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R.H.Baldock

O[illegible]r 10th, 1940

COST ANALYSIS-FINAL REPORT
Trout Creek-Toll Creek Section
South Santiam Highway

E. C. Hall, Contractor
Contract #2258

R. A. Furrow, Resident Engineer
Prefix 22-1028

Description	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
1½"-0" Rock in Level Course	$3,620.37	3,000 cu. yd.	1.21	1.20	$3,600.00
Haul Level Course	606.07	7,935.5 yd. mi.	0.08	0.10	793.55
4½"-2" Rock in Base	28,111.57	21,516 cu. yd.	1.31	1.20	25,819.20
3/4"-0" " " "	13,910.25	10,616 " "	1.31	1.30	13,800.80
3/4"-0" " " Binder Course	1,880.52	1,312 " "	1.43	1.50	1,968.00
Sprinklie	1,172.84	1,041.6 M-Gal.	1.12	1.00	1,041.60
3/4"-½" Cr. Rock in S.P.	819.92	706.6 cu. yd.	1.16	1.20	847.92
½"-¼" " " " "	1,094.70	943.4 " "	1.16	1.20	1,132.08
¼"-10 Mesh Cr. Rock in S.P.	580.19	500.0 " "	1.16	1.20	600.00
Haul Cr. Rock, Pile Measure	356.90	3,714.84 yd. mi.	0.09	0.10	371.48
Preparation of Base	489.13	8.91 Mile	54.89	100.00	891.00
Min. Agg. in Place	5,206.89	2,197.0 cu. yd.	2.37	2.50	5,492.50
RC-3 in Binder	4,011.25	193.28 Ton	20.75	20.00	3,865.60
SC-6 in Place	3,516.07	169.42 "	20.75	20.00	3,388.40
1/8"-0" Screen Rejects	128.05	512.2 cu. yd.	0.25	0.25	128.05
Haul Rejects	89.04	1,072.8 yd. mi.	0.08	0.10	107.28
PA #1, 18" Corr. Iron Pipe	126.27	66.0 lin. ft.	1.80	2.00	132.00
" #2, 4½"-2" Cr. Rock	393.00	300.0 cu. yd.	1.31	1.20	360.00
3/4"-0" Cr. Rock	396.54	302.7 " "	1.31	1.20	363.24
Screen Rejects on Road	170.00	680.0 " "	0.25	0.25	170.00
Haul Rejects	121.40	1,564 yd. mi.	0.08	0.10	156.40
Cookhouse	2,075.65				1,625.00
	$68,876.60				$66,654.10

NOTED
State Highway Engineer

Total Cost	$68,876.60
Gross Revenue	66,654.10
Net Loss	$2,222.50

Net Loss Equals 3.3% of the Gross Revenue

Trout Creek-Toll Creek

Detail of Cost

Labor:

Supervision	$794.44	
Labor	18,910.74	
State Industrial Insurance	1,454.90	
Unemployment Insurance	788.22	
Social Security	197.05	
		$22,145.35

Materials:

18" Corr. Iron Pipe	66 lin. ft. at $1.35	$89.10	
18" " " Bands	4 at 1.80	7.20	
			96.30

Sub-Contract - Oiling - J. C. Compton:

Preparation of Base	8.91 Mi. at $50.00	$445.50	
Place Min. Agg.	2,197 cu. yd. at 1.15	2,526.55	
RC-3	193.28 Tons at 20.00	3,865.60	
SC-6	169.42 " " 20.00	3,388.40	
			10,226.05

Equipment Rental, Small Tools & Misc. Supplies:

Equipment Rental	$19,053.99	
Gas, Oil and Grease	6,390.71	
Explosives	3,522.00	
Small Tools & Misc. Supplies	2,696.41	
Main Office Expense	2,400.00	
Hired Equipment	1,108.32	
Bond	650.29	
Lumber	403.47	
Freight & Cartage	83.71	
		36,308.90

Total Cost	$68,776.60

Trout Creek-Toll Creek

REMARKS:

This contract was bid and awarded December 8th, 1939; work was started May 3rd, 1940, and the contract was completed July 27th.

The designated quarry at Station 2250 was fairly costly due to clearing and stripping and the rock breaking large. Drilling was done with a 410 cu. ft. compressor, and the material was loaded out of the quarry with a 1½ cu. yd. shovel. Three six yard trucks were required to haul to the plant. The cost of drilling and shooting was $0.25 and the loading and hauling to the plant cost $0.21.

Crushing equipment consisted of a 24" x 36" jaw crusher, 18" x 38" jaw crusher, 28" gyratory crusher, 40" x 20" roll crusher, 4 diesel motors, portable steel bunkers, two screens and conveyor belts. This was a very good plant, but a general overhaul should have been made before crushing was started. The average production was consequently low due to numerous shutdowns. Up to 120 cu. yds. of base rock was produced an hour, but the average was 81 cu. yds. Crushed material was hauled to the road in 5 - 8 cu. yd. trucks and two 10-ton rollers and a power blade handled the material on the road.

Although the bid on this contract was low, a large portion of the loss is due to excessive overhead and a low production due to numerous breakdowns.

E. H. Clymer
Cost Analyst

By . . J. D. Nelson

RECEIVED
OCT 5 1940
FOR FILING

196-A-3

October 4, 1940

Maryland Casualty Company
Hansen & Rowland, Inc.
Washington Building
Tacoma, Washington

Gentlemen:

You are hereby notified that state highway contract No. 2258, for surfacing and oiling on the Trout Creek-Tell Creek Section of the Santiam Highway, has been completed by the contractor, E. C. Hall Company, and that final settlement will be made by the State with said contractor for work done under said contract on or after October 14, 1940.

The state is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $65,029.10, including final payment, and that no force account work was performed therein.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

rs

Secretary

RECEIVED
SEP 13 1940
FOR FILING

196-A-3

September 12, 1940

Maryland Casualty Company
Hansen & Rowland, Agents,
Washington Building
Tacoma, Washington

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to the E. C. Hall Company on Contract No. 2258, Trout Creek-Toll Creek Section of the Santiam Highway, in Linn County. This payment will be made on or after September 23, 1940.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DD:AM

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SEP 25 1940
FOR FILING

196-F-2

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 8.

IN YOUR REPLY PLEASE
REFER TO FILE No.________

September 4, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAP 196-F (2), Sheep Ridge-Toll Creek Section of the Santiam Highway ________, was made by a representative of this office on August 30, 1940. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

196-E-2

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 8.

IN YOUR REPLY PLEASE
REFER TO FILE No.

September 4, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAP 196-E (2), Lamb Creek-Sheep Ridge Section of the Santiam Highway, was made by a representative of this office on August 30, 1940. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

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196-G-1

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SEP 5 1940
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PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

Stencil No. 8.

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

September 4, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAP 196-G (1), East Unit, Trout Creek-Soda Fork Section of the Santiam Highway ____________________, was made by a representative of this office on August 30, 1940. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

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SEP 25 1940
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196-D-2

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 8.

IN YOUR REPLY PLEASE
REFER TO FILE No.______

September 4, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAP 196-D (2), Storm Creek-Lamb Creek Section of the Santiam Highway ______, was made by a representative of this office on August 30, 1940. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

196-C-2

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

~~Stencil~~ No. 8.

IN YOUR REPLY PLEASE
REFER TO FILE No.

September 4, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAP 196-C (2), Grade Creek-Storm Creek Section of the Santiam Highway, was made by a representative of this office on August 30, 1940.

Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

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196-B-2

Stencil No. 8

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SEP 25 1940
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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

September 4, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAP 196-B (2), Lower Sheep Creek Section of the Santiam Highway __________, was made by a representative of this office on August 30, 1940. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Iron

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SEP 2[illegible] 1940
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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

196-A-3

Stencil No. 8.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No.

September 4, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAP 196-A (3), South Fork Section of the Santiam Highway, was made by a representative of this office on August 30, 1940. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Jon

Form E-1-5M-3-39

196-A-3

NOTED

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 27, 1940 193

Section Trout Creek-Toll Creek

Kind of work Surfacing & Oiling

Highway Santiam

Section prefix 22-1028

Contractor E. C. Hall Co.

Contract number 2258

Date of contract December 8, 1939, 193

Date of completion August 31, 1940, 193

Date work started May 3, 1940, 193

Estimated date of completion July 27, 1940 193

Amount of contract $ 61,381.00

Per cent of time elapsed 87 %

Estimated cost of completed project, exclusive of engineering $ 78,119.10

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 2575, 3.3 %

Date project was completed July 27, 1940, 193

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Oiling was completed on Sunday and the placing of the Mineral Aggregate on Monday. Since then the sub-contractor has maintained the road. Job all completed and cleaned up as of this date, (July 27).

Inspectors with the exception of Mr. Ryan who was transferred to Mr. Swart, have been transferred to Albany for work on the Albany and the Albany-Crabtree Corner jobs.

NOTED

RECEIVED
JUL 2 1940
OFFICE OF
CONST

RECEIVED
JUL 29 1940

Signed

Address Albany, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		8.9		8.9	
Miles partially completed					
Miles completed		8.9		8.9	
Total estimated quantities		32,500 c.y.	1700 c.y.		
Estimated quantities moved or placed to date		32,500 c.y.	1700 c. y.		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				8	
Average force on project for week				10	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men						3	7
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							3
Men and tractors							

Equipment used during week: Shovels ...., Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants ....,

Compressors ...., Bulldozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	Cloudy		
Friday	Showers		
Saturday	"		

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AUG 13 1940
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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

196-F-2

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon FAP 196-F (2)
Sheep Ridge-Toll Creek Section,
Santiam Highway

June 10, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield

L. J. Caufield
Sr. Highway Engineer

Encls.

Jcr

Wayne-5331

Form P. R. 2

State Oregon

Federal Aid Project No. 190-F(2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of May, 1940

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 8th day of June, 1938, a project statement, which was approved on the 8th day of July, 1938, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section F(2) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 22nd day of November 1939; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of Six thousand, nine hundred thirty and 00/100 dollars ($6,930.00) as the share of the United States payable under said act on account of Section F(2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11379

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from Chap. 175, laws 1917; Chap. 51, laws 1920; Chap. 520, laws 1930.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 2428+90 in the NW 1/4 Sec. 33, T. 13 S., R. 5 E., W.M., the easterly end of Section E(2) of said project, and survey station 2511+98 in the NE 1/4 Sec. 4, T. 14 S., R. 5 E., W.M.

, length 1.532 miles, in Linn County,

being Section F(2) of Oregon Federal Aid project No. 196, consisting of

1.532 miles of roadway and no bridges, [illegible] of more than 20 feet clear span.

[illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section F(2) of said project shall not in any event exceed the sum of Six thousand, nine hundred thirty and 00/100 dollars ($6,930.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of Eleven thousand, five hundred ninety-four and 00/100 dollars ($11,594.00), the approved total estimated cost of Section F(2) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 529, laws 1939.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 118

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ________ day of

MAY 24 1940, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By ________
Member, State Highway Commission
(Title of officer)

By ________
(Title of officer)

By ________
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By W. J. O'Leary
Acting Commissioner of Public Roads.

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. 190-F(2) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 11,594.00 as the total estimated cost of said project, and the sum of $ 6,930.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of MAY 24 1940

one thousand nine hundred and ______

Federal Works Administrator,

By H.J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 10—10139

196-E-2

RECEIVED
AUG 13 1940
FOR FILING

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
JUN 11 1940
STATE H[illegible] [illegible]MISSION

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon FAP 196-E (2)
Lamb Creek-Sheep Ridge Section,
Santiam Highway

June 10, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Jon

wayne: 5246

Form P. R. 2

State Oregon

Federal Aid Project No. 196-E (2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of May, 1940

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 5th day of June, 1933, a project statement, which was approved on the 8th day of July, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section E (2) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 22d day of November 1939; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of six thousand, two hundred thirty and 00/100 dollars ($6,230.00) as the share of the United States payable under said act on account of Section E (2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11379

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State Chap. 175, laws 1917; Chap. 31, laws 1920; (Include date and citation of

Chap. 529, laws 1939.
act of legislature by which authorized)

(b) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 2351+50 in the S.W. ¼, Sec. 28, T. 13 S., R. 5 E., W.M., the east end of Section D (2) of said project, and survey station 2426+90 in the N.W. ¼, Sec. 33, T. 13 S., R. 5 E., W.M., the westerly end of Section F (1) of said project, (excepting therefrom that portion between survey station 2358+94.5 and survey station 2361+45.5)

, length 1.340 miles, in Linn County,

being Section E (2) of Oregon Federal Aid project No. 196, consisting of

1.340 miles of roadway and no bridges, [illegible]of more than 20 feet clear span,

[illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section E (2) of said project shall not in any event exceed the sum of six thousand, two hundred thirty and 00/100 dollars ($6,230.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of ten thousand, three hundred eighty and 70/100 dollars ($10,380.70), the approved total estimated cost of Section E (2) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chap. 529, laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of MAY 24 1940, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By Herman Oliver
Member, State Highway Commission
(Title of officer)

By ______
______
(Title of officer)

By ______
______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H.J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11879

Form PR. 9—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. 196-E(2) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 10,380.70 as the total estimated cost of said project, and the sum of $ 6,230.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of MAY 24 1940 one thousand nine hundred and ....

Federal Works Administrator,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10120

196 - G - 1

RECEIVED
AUG 13 1940
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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE NO. Oregon FAP 196-G (1)
East Unit, Trout Creek-Soda Fork Sec.,
Santiam Highway

June 10, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Jon

Wa-fpr-5247

Form P. R. 2

Federal Aid

State Oregon

Project No. 100-G(1)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of May, 1940 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 9th day of June, 19[illegible], a project statement, which was approved on the 9th day of July, 19[illegible], for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section G(1) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 22nd day of November 19[illegible]; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of Seven thousand, eight hundred forty and 00/100 dollars ($7,840.00) as the share of the United States payable under said act on account of Section G(1) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11370

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State from Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1930. (Include date and citation of act of legislature by which authorized)

(b) From other sources ______________________________ (State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 2023+00 in the SW 1/4 Sec. 27, T. 13 S., R. 4 E., and survey station 2133+65 in the SW 1/4 Sec. 25, T. 13 S., R. 4 E., W.M., the west end of Section A(3) of said project,

______________________________, length 2.068 miles, in Linn County, being Section C(1) of Oregon Federal Aid project. No. 196, consisting of 2.068 miles of roadway and no bridges, [illegible] of more than 20 feet clear span. ______________

[illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section 8(1) of said project shall not in any event exceed the sum of Seven thousand, eight hundred forty and 00/100 dollars ($7,840.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of Thirteen thousand, fifty-three and 70/100 dollars ($13,053.70), the approved total estimated cost of Section 8(1) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 520, laws 1939.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ________ day of

MAY 24 1940
________, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By ________
Member, State Highway Commission
(Title of officer)

By Herman Oliver
Member, State Highway Commission
(Title of officer)

By ________
____
(Title of officer)

By ________
____
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11379

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. 198-C(1) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 15,053.70 as the total estimated cost of said project, and the sum of $ 7,840.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of MAY 24 1940 one thousand nine hundred and ______

Federal Works Administrator,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10120

196-B-2

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AUG 13 1940
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FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
District No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon FAP 196-B (2)
Lower Sheep Creek Section,
Santiam Highway

June 10, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Tron

[illegible]-5327

Form P. R. 2

State Oregon

Federal Aid Project No. 196-B(2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of May, 1940 by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 5th day of June, 1933, a project statement, which was approved on the 6th day of July, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section B (2) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 22d day of November 1939; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of three thousand, one hundred ninety and 00/100 dollars ($3,190.00) as the share of the United States payable under said act on account of Section B (2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11370

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939. (Include date and citation of act of legislature by which authorized)

(b) From other sources (State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 2168+60 in the NE ¼, Section 36, T. 13 S., R. 4 E., W.M., the east end of Section A (3) of said project, and survey station 2228+20 in the NE ¼, Section 31, T. 13 S., R. 5 E., W.M., the west end of Section C (2) of said project, length 0.708 of a mile~~s~~ in Linn County, being Section B (2) of Oregen Federal Aid project No. 196, consisting of 0.708 of a mile~~s~~ of roadway and no bridges~~, each~~ of more than 20 feet clear span, ~~[illegible]~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B (2) of said project shall not in any event exceed the sum of three thousand, one hundred ninety and 00/100 dollars ($3,190.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of five thousand, three hundred eight and 60/100 dollars ($5,308.60), the approved total estimated cost of Section B (2) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing
Chap. 320, Laws 1939.
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ____________ day of

MAY 24 1940, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By ____________
Member, State Highway Commission
(Title of officer)

By Herman Oliver
Member, State Highway Commission
(Title of officer)

By ____________
____
(Title of officer)

By ____________
____
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11379

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Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency ~~as~~ Federal Aid Project No. 196-B(2) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 5,308.60 as the total estimated cost of said project, and the sum of $ 3,120.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this ______ day of MAY 24 1940 one thousand nine hundred and ______

Federal Works Administrator,

By ______
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10120

196-G-2

RECEIVED
AUG 13 1940
FEDERAL WORKS AGENC
PUBLIC ROADS ADMINISTRATIO

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1
POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
JUN 11 1940
STATE HIGHWAY COMMISSION

Stencil No. 13

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon FAP 196-D (2)
Storm Creek-Lamb Creek Section,
Santiam Highway

June 10, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Iron

[illegible]-5329

Form P. R. 2

State Oregon

Federal Aid Project No. 196-D (2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of May, 1940

by and between The Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 5th day of June, 1933, a project statement, which was approved on the 6th day of July, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section D (2) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 22d day of November 1939; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of four thousand, eight hundred fifty and 00/100 dollars ($4,850.00) as the share of the United States payable under said act on account of Section D (2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 329, laws 1930.

(Include date and citation of act or legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 2298+60 in the N.E. ¼, Sec. 32, T. 13 S., R. 5 E., W.M., the east end of Section C (2) of said project, and survey station 2351+50 in the S.W. ¼, Sec. 28, T. 13 S., R. 5 E., W.M., the westerly end of Section E (2) of said project

, length 1.003 miles, in Linn County, being Section D (2) of Oregon Federal Aid project No. 196, consisting of 1.003 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span. ~~of a mile in length.~~

10—11379 GPO

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D (2) of said project shall not in any event exceed the sum of four thousand, eight hundred fifty and 00/100 dollars ($4,850.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of eight thousand, seventy-five and 10/100 dollars ($8,075.10), the approved total estimated cost of Section D (2) of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing

Chap. 529, laws 1939.

funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of MAY 24 1940, 19___

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F Cabell
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By Herman Oliver
Member, State Highway Commission
(Title of officer)

By ______
______
(Title of officer)

By ______
______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 10—11379

DL

Form PR. 3—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. 196-D(2) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 8,075.10 as the total estimated cost of said project, and the sum of $ 4,850.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of MAY 24 1940

one thousand nine hundred and ....

Federal Works Administrator,

By H.J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10129

RECEIVED
AUG 13 1940
State

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

196-C-2

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon FAP 196-C (2)
Grade Creek-Storm Creek Section
Santiam Highway

June 10, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Waypr-5328

Form P.-R. 2

State Oregon

Federal Aid Project No. 196-C (2)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of May, 1940 by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 5th day of June, 1933, a project statement, which was approved on the 8th day of July, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section C (2) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 22d day of November 1939; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of five thousand, one hundred sixty and 00/100 dollars ($5,160.00) as the share of the United States payable under said act on account of Section C (2) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11379

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

(Include date and citation of act of legislature by which authorized)

(b) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 2226+20 in the N.E. ¼, Sec. 31, T. 13 S., R. 5 E., W.M., the east end of Section B (2) of said project, and survey station 2288+60 in the N.E. ¼, Section 32, T. 13 S., R. 5 E., W.M., the west end of Section D (2) of said project

, length 1.151 miles, in Linn County, being Section C (2) of Oregon Federal Aid project No. 196, consisting of 1.151 miles of roadway and no bridges~~, each~~ of more than 20 feet clear span,

~~[illegible]~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C (2) of said project shall not in any event exceed the sum of five thousand, one hundred sixty and 00/100 dollars ($5,160.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of eight thousand, five hundred ninety-one and 00/100 dollars ($8,591.00), the approved total estimated cost of Section C(2) of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chap. 529, laws 1939,

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of MAY 24 1940, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F Cabell
Chairman, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
______
(Title of officer)

By ______
______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By W.J. O'Leary
Acting Commissioner of Public Roads.

REC

Form PR. 2—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. 196-C (2) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 8,591.00 as the total estimated cost of said project, and the sum of $ 5,160.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of MAY 24 1940

one thousand nine hundred and ....

Federal Works Administrator,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—10129

RECEIVED
A[illegible] 3 1940
FOR FILING

196-A-3

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon FAP 196-A (3)
Soda Fork Section,
Santiam Highway

POST OFFICE BUILDING
PORTLAND, OREGON

June 10, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

Tro

Waypn-5255

Form P. R. 2

State Oregon

Federal Aid Project No. 196-A (3)

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of May, 1940

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Federal Works Administrator, hereinafter called the Administrator, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 8th day of June, 1933, a project statement, which was approved on the 8th day of July, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated for the administration of the Federal Highway Act, has furnished surveys, plans, specifications, and estimates for Section A (3) of said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 22d day of November 1939; and

Whereas the Administrator has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of four thousand, seven hundred seventy and 00/100 dollars ($4,770.00) as the share of the United States payable under said act on account of Section A (3) of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Administrator do hereby mutually agree as follows:

16—11879

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 520, laws 1959.
(Include date and citation of act of legislature by which authorized)

(b) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 2122+25 in the SW ¼, Section 25, T. 13 S., R. 4 E., W.M., the east end of Section C (1) of said project, and survey station 2188+60 in the NE ¼, Section 36, T. 13 S., R. 4 E., W.M., the west end of Section B (2) of said project, (excepting therefrom that portion between survey stations 2132+43 and 2133+97), length 1.039 miles, in Linn County, being Section A (3) of Oregon Federal Aid project No. 196, consisting of 1.050 miles of roadway and no bridges, of more than 20 feet clear span.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Administrator or his agents, and in accordance with the laws of said State, the rules and regulations of the Administrator, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Administrator or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Administrator, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A (3) of said project shall not in any event exceed the sum of four thousand, seven hundred seventy and 00/100 dollars ($4,770.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of seven thousand, nine hundred forty-two and 00/100 dollars ($7,942.00), the approved total estimated cost of Section A (3) of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Administrator shall from time to time draw warrants on the Secretary of the Treasury for the payment to The State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Administrator after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

The Administrator reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing

Chap. 529, laws 1939.

funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Administrator on the ______ day of

MAY 24 1940, 19__

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By Herman Oliver
Member, State Highway Commission
(Title of officer)

By ______
Member, State Highway Commission
(Title of officer)

By ______
______
(Title of officer)

By ______
______
(Title of officer)

FEDERAL WORKS ADMINISTRATOR,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11370

Form PR. 2—Revised

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Agency as Federal Aid Project No. 196-A(1) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 7,942.00 as the total estimated cost of said project, and the sum of $ 4,770.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this .... day of MAY 24 1940 one thousand nine hundred and ....

Federal Works Administrator,

By H. J. O'Leary
Acting Commissioner of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 10—10120

RECEIVED
SEP 3 - 1940

UNITED STATES DEPARTMENT OF AGRICULTURE
FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

(Stencil #28)

196-F-2

IN YOUR REPLY PLEASE REFER TO FILE NO. ~~Oregon~~ FAP 196-F (2)
Sheep Ridge-Toll Creek Sec.
Santiam Highway

April 9, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Sr. Highway Engineer

~~(Stencil #28)~~

196-E-2

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

POST OFFICE BUILDING
PORTLAND, OREG.

APR 10
STATE HIGHWAY [illegible]

IN YOUR REPLY PLEASE REFER TO

FILE NO. Oregon FAP 196-E (2)
Lamb Creek-Sheep Ridge Sec.
Santiam Highway

April 9, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed also is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

(Stencil #28)

RECEIVED
AUG [illegible] 1940
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

196-G-1

IN YOUR REPLY PLEASE REFER TO

FILE No. Oregon FAP 196-G (1)
East Unit, Trout Creek-Soda Fork Sec.
Santiam Highway

April 9, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed also is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

(Stencil #28)

196-E-2

RECEIVED
AUG 30 1940
FOR FILING

WORKS AGENCY
ADMINISTRATION
UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE REFER TO

FILE No. Oregon FAP 196-D (2)
Storm Creek-Lamb Creek Sec.
Santiam Highway

April 9, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed also is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

(Stencil #28)

RECEIVED
AUG 30 1940
FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

196-C-2

IN YOUR REPLY PLEASE REFER TO

FILE No. Oregon FAP 196-C (2)
Grade Creek-Storm Creek Sec.
Santiam Highway

April 9, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed also is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Sr. Highway Engineer

Encls.

(Stencil #28)

196-B-2

RECEIVED
AUG 30 1940
FOR FILING

WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE REFER TO

FILE No. Oregon FAP 196-B (2)
Lower Sheep Creek Section
Santiam Highway

April 9, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed also is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By Caufield
L. J. Caufield
Sr. Highway Engineer

Encls.

(Stencil #28)

RECEIVED
AUG 30 1940

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

196-A-3

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE REFER TO

FILE No. Oregon FAP 196-A (3)
Soda Fork Section
Santiam Highway

April 9, 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed also is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. C. Caufield
Sr. Highway Engineer

Encls.

RECEIVED
JUL 22 1940
FOR FILING

196-19-2

February 3, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Storm Creek-Lamb Creek Section, Project No. FA 196-D (2).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department   Federal Aid Project No. 196-B (2)

STONE CREEK-LAKE CREEK SECTION

OF THE SANTIAM HIGHWAY IN LINN COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 30, 1939

360	cu. yds.	1½" - 0" Rock in Leveling Course	$ 1.20	$ 432.00
500	yd. mi.	Hauling Leveling Course Materials	.10	50.00
2,680	cu. yds.	4½" - 2" Rock in Base	1.20	3,216.00
1,450	cu. yds.	3/4" - 0" Rock in Base	1.30	1,885.00
120	cu. yds.	3/4" - 0" Rock in Binder Course	1.50	180.00
100	M-gal.	Sprinkling	1.00	100.00
1.08	miles	Preparation of Base	100.00	108.00
204	cu. yds.	Mineral Aggregate in Place	2.50	510.00
24	tons	RC-3 Asphalt in Binder Course	20.00	480.00
19	tons	SC-6 Road Oil in Place	20.00	380.00
		Subtotal		$ 7,341.00
		10% Engr. & Cont.		734.10
		Total		$ 8,075.10
		Length	1.083 miles	
		Cost per mile	$ 7,456.23	

Federal Aid Funds- -$ 4,850.00
State Funds- 3,225.10

$ 8,075.10

State Funds for Construction: Chap. 175, laws 1927; Chap. 31, laws 1929;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department   Federal Aid Project No. 196-D (2)

STORM CREEK-LAMB CREEK SECTION
OF THE SANTIAM HIGHWAY IN LINN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 18, 1939

360	cu. yds.	1½" - 0" Rock in Leveling Course	$ 1.25	$ 450.00
500	yd. mi.	Hauling Leveling Course Materials	.12	60.00
2,680	cu. yds.	4½" - 2" Rock in Base	1.40	3,752.00
1,450	cu. yds.	3/4" - 0" Rock in Base	1.55	2,247.50
120	cu. yds.	3/4" - 0" Rock in Binder Course	1.60	192.00
100	M-gal.	Sprinkling	1.25	125.00
1.08	miles	Preparation of Base	100.00	108.00
204	cu. yds.	Mineral Aggregate in Place	2.50	510.00
24	tons	RC-3 Asphalt in Binder Course	20.00	480.00
19	tons	SC-6 Road Oil in Place	22.00	418.00
28	tons	Light Tar in Binder Course	18.00	(Alternate)
23	tons	Heavy Tar in Place	18.00	(Alternate)
			Subtotal	$ 8,342.50
			10% Engr. & Cont.	834.25
			Total	$ 9,176.75

Length 1.083 miles
Cost per mile $ 8,808.20

Federal Aid Funds- -$ 5,510.00
State Funds- 3,666.75

$ 9,176.75

STORM CREEK-LAMB CREEK SECTION

PROJECT NO. FA 196-D(2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

November 20, 1939

RECEIVED
JUL 22 1940
FOR FILING

196-G-1

February 3, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the East Unit, Trout Creek-Soda Fork Section, Project No. FA 196-G (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 196-B (1)

EAST UNIT, TROUT CREEK-SODA FORK SECTION
OF THE SANTIAM HIGHWAY IN LINN COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 30, 1939

700	cu. yds.	1½" - 0" Rock in Leveling Course	$ 1.20	$ 840.00
2,200	yd. mi.	Hauling Leveling Course Materials	.10	220.00
3,800	cu. yds.	4½" - 2" Rock in Base	1.20	4,560.00
2,200	cu. yds.	3/4" - 0" Rock in Base	1.30	2,860.00
230	cu. yds.	3/4" - 0" Rock in Binder Course	1.50	345.00
190	M-gal.	Sprinkling	1.00	190.00
2.07	miles	Preparation of Base	100.00	207.00
394	cu. yds.	Mineral Aggregate in Place	2.50	985.00
46	tons	MC-3 Asphalt in Binder Course	20.00	920.00
37	tons	SC-6 Road Oil in Place	20.00	740.00
		Subtotal		$ 11,867.00
		10% Engr. & Cont.		1,186.70
		Total		$ 13,053.70

Length 2.068 miles
Cost per mile $ 6,312.23

Federal Aid Funds- $ 7,840.00
State Funds- 5,213.70

$ 13,053.70

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department

Federal Aid Project
No. 196-G (1)

EAST UNIT, TROUT CREEK-SODA FORK SECTION OF THE SANTIAM HIGHWAY IN LINN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement).

Salem, Oregon, November 20, 1939.

700	cu. yds.	1½" - 0" Rock in Leveling Course	$ 1.25	$ 875.00
2,200	yd. mi.	Hauling Leveling Course Materials	0.12	264.00
3,800	cu. yds.	4½" - 2" Rock in Base	1.40	5,320.00
2,200	cu. yds.	3/4" - 0" Rock in Base	1.55	3,410.00
230	cu. yds.	3/4" - 0" Rock in Binder Course	1.60	368.00
190	M-gals.	Sprinkling	1.25	237.50
2.07	miles	Preparation of Base	100.00	207.00
394	cu. yds.	Mineral Aggregate in Place	2.50	985.00
46	tons	RC-3 Asphalt in Binder Course	20.00	920.00
37	tons	SC-6 Road Oil in Place	22.00	814.00
54	tons	Light Tar in Binder Course	18.00	(Alternate)
44	tons	Heavy Tar in Place	18.00	(Alternate)
			Subtotal..........	$ 13,400.50
			10% Engr. & Cont..	1,340.05
			Total........	$ 14,740.55

Length....... 2.068 miles
Cost per mile - $7,127.92

Federal Aid Funds..	$ 8,850.00
State Funds..	5,890.55
	$ 14,740.55

EAST UNIT, TROUT CREEK-SODA FORK SECTION

PROJECT NO. FA 196-G (2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

November 20, 1939

RECEIVED
JUL 22 1940
FOR FILING

196-F-2

February 3, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Sheep Ridge-Tell Creek Section, Project No. FA 196-F (2).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 196-F (2)

SWEET HOME-WILEY CREEK SECTION
OF THE SANTIAM HIGHWAY IN LINN COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 30, 1939

510	cu. yds.	1½" - 0" Rock in Leveling Course	$ 1.20	$ 612.00
1,600	yd. mi.	Hauling Leveling Course Material	.10	160.00
3,820	cu. yds.	4½" - 2" Rock in Base	1.20	4,584.00
2,070	cu. yds.	3/4" - 0" Rock in Base	1.30	2,691.00
170	cu. yds.	3/4" - 0" Rock in Binder Course	1.50	255.00
140	M-gals.	Sprinkling	1.00	140.00
1.53	miles	Preparation of Base	100.00	153.00
290	cu. yds.	Mineral Aggregate in Place	2.50	725.00
34	tons	MC-3 Asphalt in Binder Course	20.00	680.00
27	tons	SC-6 Road Oil in Place	20.00	540.00
			Subtotal	$ 10,540.00
			10% Engr. & Cont.	1,054.00
			Total	$ 11,594.00

Length 1.539 miles
Cost per mile $ 7,532.63

Federal Aid Funds- $ 6,930.00
State Funds- 4,664.00

$ 11,594.00

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

Oregon State Highway Department   Federal Aid Project No. 196-F (2)

SHEEP RIDGE-TOLL CREEK SECTION
OF THE SANTIAM HIGHWAY IN LINN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 18, 1939

510	cu. yds.	1½" - 0" Rock in Leveling Course	$ 1.25	$ 637.50
1,600	yd. mi.	Hauling Leveling Course Material	.12	192.00
3,820	cu. yds.	4½" - 2" Rock in Base	1.40	5,348.00
2,070	cu. yds.	3/4" - 0" Rock in Base	1.55	3,208.50
170	cu. yds.	3/4" - 0" Rock in Binder Course	1.60	272.00
140	M-gal.	Sprinkling	1.25	175.00
1.53	miles	Preparation of Base	100.00	153.00
290	cu. yds.	Mineral Aggregate in Place	2.50	725.00
34	tons	RC-3 Asphalt in Binder Course	20.00	680.00
27	tons	SC-6 Road Oil in Place	22.00	594.00
39	tons	Light Tar in Binder Course	18.00	(Alternate)
32	tons	Heavy Tar in Place	18.00	(Alternate)

Subtotal	$ 11,985.00
10% Engr. & Cont.	1,198.50
Total	$ 13,183.50

Length	1.532 miles
Cost per mile	$ 8,585.83

Federal Aid Funds- -	$ 7,910.00
State Funds- -	5,273.50
	$ 13,183.50

SHEEP RIDGE-TOLL CREEK SECTION

PROJECT NO. FA 196-F (2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

November 20, 1939

RECEIVED
JUL 22 1940
FOR FILING

196-E-2

February 3, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Lamb Creek-Sheep Ridge Section, Project No. FA 196-E (2).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 196-B (2)

LAKE CREEK-SHEEP RIDGE SECTION
OF THE SANTIAM HIGHWAY IN LINN COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 30, 1939

460	cu. yds.	1½" - 0" Rock in Leveling Course	$ 1.20	$ 552.00
1,100	yd. mi.	Hauling Leveling Course Materials	.10	110.00
3,440	cu. yds.	4½" - 2" Rock in Base	1.20	4,128.00
1,860	cu. yds.	3/4" - 0" Rock in Base	1.30	2,418.00
150	cu. yds.	3/4" - 0" Rock in Binder Course	1.50	225.00
120	M-gal.	Sprinkling	1.00	120.00
1.34	miles	Preparation of Base	100.00	134.00
260	cu. yds.	Mineral Aggregate in Place	2.50	650.00
30	tons	RC-3 Asphalt in Binder Course	20.00	600.00
25	tons	RC-6 Road Oil in Place	20.00	500.00
		Subtotal		$ 9,437.00
		10% Engr. & Cont.		943.70
		Total		$ 10,380.70

Length 1.340 miles
Cost per mile $ 7,746.79

Federal Aid Funds- $ 6,230.00
State Funds- 4,150.70

$ 10,380.70

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department   Federal Aid Project No. 196-B (2)

LAKE CREEK-SHEEP RIDGE SECTION

OF THE SANTIAM HIGHWAY IN LINN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 18, 1939

460	cu. yds.	1½" - 0" Rock in Leveling Course	$ 1.25	$ 575.00
1,100	yd. mi.	Hauling Leveling Course Materials	.12	132.00
3,440	cu. yds.	4½" - 2" Rock in Base	1.40	4,816.00
1,860	cu. yds.	3/4" - 0" Rock in Base	1.55	2,883.00
150	cu. yds.	3/4" - 0" Rock in Binder Course	1.60	240.00
120	M-gal.	Sprinkling	1.25	150.00
1.34	miles	Preparation of Base	100.00	134.00
260	cu. yds.	Mineral Aggregate in Place	2.50	650.00
30	tons	RC-3 Asphalt in Binder Course	20.00	600.00
25	tons	SC-6 Road Oil in Place	22.00	550.00
30	tons	Light Tar in Binder Course	18.00	(Alternate)
30	tons	Heavy Tar in Place	18.00	(Alternate)
			Subtotal	$ 10,730.00
			10% Engr. & Cont.	1,073.00
			Total	$ 11,803.00

Length	1.340 miles
Cost per mile	$ 8,808.20

Federal Aid Funds- -	$ 7,090.00
State Funds- -	4,713.00
	$ 11,803.00

LAMB CREEK-SHEEP RIDGE SECTION

PROJECT NO. FA 196-E(2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

November 20, 1939

RECEIVED
JUL 22 1940
FOR FILING

196-C-2

February 3, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Grade Creek-Storm Creek Section, Project No. FA 196-C (2).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 196-C (2)

CRALE CREEK-STORM CREEK SECTION

OF THE SANTIAM HIGHWAY IN LINN COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 30, 1939

380	cu. yds.	1½" - 0" Rock in Leveling Course	$ 1.20	$ 456.00
200	yd. mi.	Hauling Leveling Course Materials	.10	20.00
2,870	cu. yds.	4½" - 2" Rock in Base	1.20	3,444.00
1,550	cu. yds.	3/4" - 0" Rock in Base	1.30	2,015.00
130	cu. yds.	3/4" - 0" Rock in Binder Course	1.50	195.00
100	M-gal.	Sprinkling	1.00	100.00
1.15	miles	Preparation of Base	100.00	115.00
218	cu. yds.	Mineral Aggregate in Place	2.50	545.00
26	tons	RC-3 Asphalt in Binder Course	20.00	520.00
20	tons	SC-6 Road Oil in Place	20.00	400.00
		Subtotal		$ 7,810.00
		10% Engr. & Cont.		781.00
		Total		$ 8,591.00

Length 1.151 miles
Cost per mile $ 7,463.94

Federal Aid Funds- -	$ 5,160.00
State Funds- -	3,431.00
	$ 8,591.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department Federal Aid Project No. 196-C (2)

GRADE CREEK-STORM CREEK SECTION

OF THE SANTIAM HIGHWAY IN LINN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 18, 1939

380	cu. yds.	1½" - 0" Rock in Leveling Course	$ 1.25	$ 475.00
200	yd. mi.	Hauling Leveling Course Materials	.12	24.00
2,870	cu. yds.	4½" - 2" Rock in Base	1.40	4,018.00
1,550	cu. yds.	3/4" - 0" Rock in Base	1.55	2,402.50
130	cu. yds.	3/4" - 0" Rock in Binder Course	1.60	208.00
100	M-gal.	Sprinkling	1.25	125.00
1.15	miles	Preparation of Base	100.00	115.00
218	cu. yds.	Mineral Aggregate in Place	2.50	545.00
26	tons	RC-3 Asphalt in Binder Course	20.00	520.00
20	tons	SC-6 Road Oil in Place	22.00	440.00
30	tons	Light Tar in Binder Course	18.00	(Alternate)
24	tons	Heavy Tar in Place	18.00	(Alternate)
			Subtotal	$ 8,872.50
			10% Engr. & Cont.	887.25
			Total	$ 9,759.75

Length 1.151 miles
Cost per mile $ 8,479.36

Federal Aid Funds- -$ 5,860.00
State Funds- 3,899.75

$ 9,759.75

GRADE CREEK-STORM CREEK SECTION

PROJECT NO. FA 196-C(2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

November 20, 1939

RECEIVED
JUL 22 1940
FOR FILING

196-B-2

February 3, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Lower Sheep Creek Section, Project No. FA 196-B (2).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Project
No. 196-B (2)

LOWER SHEEP CREEK SECTION

OF THE SANTIAM HIGHWAY IN LINN COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 30, 1939

240	cu. yds.	1½" - 0" Rock in Leveling Course	$1.20	$ 288.00
250	yd. mi.	Hauling Leveling Course Material	0.10	25.00
1,760	cu. yds.	4½" - 2" Rock in Base	1.20	2,112.00
950	cu. yds.	3/4" - 0" Rock in Base	1.30	1,235.00
80	cu. yds.	3/4" - 0" Rock in Binder Course	1.50	120.00
60	M-Gals.	Sprinkling	1.00	60.00
0.71	mile	Preparation of Base	100.00	71.00
134	cu. yds.	Mineral Aggregate in Place	2.50	335.00
16	tons	RC-3 Asphalt in Binder Course	20.00	320.00
13	tons	SC-6 Road Oil in Place	20.00	260.00
		Subtotal		$4,826.00
		10% Engr. & Cont.		482.60
		Total		$5,308.60

Length 0.708 mile
Cost per Mile $7,498.02

Federal Aid Funds- -	$3,190.00
State Funds- -	2,118.60
	$5,308.60

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

LOWER SHEEP CREEK SECTION

PROJECT NO. FA 196-B(2)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

November 20, 1939

Oregon State Highway Department   Federal Aid Project No. 196-B (2)

LOWER SHEEP CREEK SECTION

OF THE SANTIAM HIGHWAY IN LINN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 18, 1939

240	cu. yds.	1½" - 0" Rock in Leveling Course	$ 1.25	$ 300.00
250	yd. mi.	Hauling Leveling Course Material	.12	30.00
1,760	cu. yds.	4½" - 2" Rock in Base	1.40	2,464.00
950	cu. yds.	3/4" - 0" Rock in Base	1.55	1,472.50
80	cu. yds.	3/4" - 0" Rock in Binder Course	1.60	128.00
60	M-gal.	Sprinkling	1.25	75.00
0.71	miles	Preparation of Base	100.00	71.00
134	cu. yds.	Mineral Aggregate in Place	2.50	335.00
16	tons	RC-3 Asphalt in Binder Course	20.00	320.00
13	tons	SC-6 Road Oil in Place	22.00	286.00
18	tons	Light Tar in Binder Course	18.00	(Alternate)
15	tons	Heavy Tar in Place	18.00	(Alternate)
			Subtotal	$ 5,481.50
			10% Engr. & Cont.	548.15
			Total	$ 6,029.65

Length 0.708 mile
Cost per mile $ 8,516.45

Federal Aid Funds- -$ 3,620.00
State Funds- 2,409.65

$ 6,029.65

RECEIVED
JUL 22 1940
FOR FILING

196-A-3

February 3, 1940

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate as basis for project agreement for the Soda Fork Section, Project No. FA 196-A (3).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Project
No. 196-A (3)

SODA FORK SECTION OF THE

SANTIAM HIGHWAY IN LINN COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 30, 1939

350	cu. yds.	1½" - 0" Rock in Leveling Course	$1.20	$ 420.00
650	yd. mi.	Hauling Leveling Course Materials	0.10	65.00
2,630	cu. yds.	4½" - 2" Rock in Base	1.20	3,156.00
1,420	cu. yds.	3/4" - 0" Rock in Base	1.30	1,846.00
120	cu. yds.	3/4" - 0" Rock in Binder Course	1.50	180.00
90	M-Gals.	Sprinkling	1.00	90.00
1.03	miles	Preparation of Base	100.00	103.00
200	cu. yds.	Mineral Aggregate in Place	2.50	500.00
24	tons	RC-3 Asphalt in Binder Course	20.00	480.00
19	tons	SC-6 Road Oil in Place	20.00	380.00
		Subtotal		$7,220.00
		10% Engr. & Cont.		722.00
		Total		$7,942.00

Length of Roadway	1.030 miles
Length of Bridge	0.029 mile
Length of Project	1.059 miles
Cost per Mile, Roadway	$7,710.67

Note: Oiling is not to be constructed across bridge.

Federal Aid Funds- -	$4,770.00
State Funds- -	3,172.00
	$7,942.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
DEC 23 1939
FOR FILING

196-A-2

December 22, 1939

E. C. HALL COMPANY
1160 Grant Street
Eugene, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 2258 which was awarded to you on December 8, 1939, by the State Highway Commission covering the surfacing and oiling of the Trout Creek-Toll Creek Section of the Santiam Highway, in Linn County. We are also sending a copy to the surety on your bond.

This copy of the contract is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

RECEIVED
DEC 14 1939
FOR FILING

#2258

December 13, 1939

E. C. HALL COMPANY
1160 Grant Street
Eugene, Oregon

Gentlemen:

We are sending you today by express four copies of Contract No. 2258 which was awarded to you on December 8, 1939, by the State Highway Commission, covering the surfacing and oiling of the Trout Creek-Toll Creek Section of the Santiam Highway, in Linn County.

Kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this has been done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 5 of the printed General Provisions (page 14) relating to the Workmen's Compensation Act. You will be expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the mimeographed page immediately preceding the colored pages, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

FA 196-A-3

December 9, 1939

E. C. Hall Company
1160 Grant Street
Eugene, Oregon

Gentlemen:

The State Highway Commission on December 8, 1939, awarded you the contract for 8.9 miles surfacing and oiling, also furnishing 1,700 cu. yds. crushed rock in stock piles on the Trout Creek-Toll Creek Section of the Santiam Highway, in Linn County. This award was based on your low bid of $61,381, using road oil, submitted on that date.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary

AM

cc - Mr. S. H. Probert
Mr. G. S. Paxson

FA 196-A-3

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

DEC 11 1939

December 8, 1939

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Projects Nos. 196-A (3), 196-B (2), 196-C (2), 196-D (2), 196-E (2), 196-F (2), and 196-G (1), Trout Creek-Toll Creek Section of Santiam Highway, to E. C. Hall Company, Eugene, Oregon, who submitted the low bid.

Very truly yours,

W H Lynch
W. H. LYNCH,
District Engineer,

196-A-3

NOV 24 1939

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

November 22, 1939

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

P. S. and E. documents for Oregon Federal Aid Project No. FAP 196-A (3), the Soda Fork Section of the Santiam Highway, have today been recommended for approval. This is your authority to advertise for bids, subject to final review and approval of the plans and specifications by the Commissioner of Public Roads.

Very truly yours,

W. H. LYNCH,
District Engineer.

By
F. E. Andrews,
Senior Highway Engineer.

115-1-2

RECEIVED

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

November 22, 1939

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

P. S. and E. documents for Oregon Federal Aid Project No. 196-B (2), the Lower Sheep Creek Section of the Santiam Highway, have today been recommended for approval. This is your authority to advertise for bids, subject to final review and approval of the plans and specifications by the Commissioner of Public Roads.

Very truly yours,

W. H. LYNCH,
District Engineer.

By F E Andrews
F. E. Andrews,
Senior Highway Engineer.

FA 196-C-2

RECEIVED
NOV 24 1939

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

November 22, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 196-C (2), the Grade Creek-Storm Creek Section of the Santiam Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority for advertising for bids.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By F E Andrews
F. E. Andrews
Sr. Highway Engineer

#196-D-2 E E E. E.

NOV 21 19

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

November 22, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 196-D (2), the Storm Creek-Lamb Creek Section of the Santiam Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

196-E-2

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

November 22, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The P.S.& E. documents for Oregon Federal Aid Project No. 196-E (2), the Lamb Creek-Sheep Ridge section of the Santiam Highway, have today been recommended for approval. This is your authority to advertise for bids, subject to final review and approval of the plans and specifications by the Commissioner of Public Roads.

Very truly yours,

W. H. LYNCH
District Engineer

By F E Andrews
F. E. Andrews
Sr. Highway Engineer

196-F-2

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

NOV 2 [illegible]

November 22, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 196-F (2), the Sheep Ridge-Toll Creek Section of the Santiam Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By F E Andrews
F. E. Andrews
Sr. Highway Engineer

196-G-1

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

NOV 2[illegible]

November 22, 1939

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 196-G (1), the East Unit Trout Creek-Soda Fork Section of the Santiam Highway, have today been recommended for approval, subject to final review and approval by the Commissioner of Public Roads. This is your authority to advertise for bids.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

November 17, 1939

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith are enclosed seven copies of estimate and three copies of right of way statement for the Soda Fork Section, Project No. FA 196-A (3).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

The bid proposals, likewise, cover six additional projects, the P. S. & E. papers for which will be sent to you tomorrow or Monday.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 196-A (3)

SODA FORK SECTION OF THE

SANTIAM HIGHWAY IN LINN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 17, 1939

350	cu. yds.	1½" - 0" Rock in Leveling Course	$ 1.25	$ 437.50
650	yd. mi.	Hauling Leveling Course Materials	.12	78.00
2,630	cu. yds.	4½" - 2" Rock in Base	1.40	3,682.00
1,420	cu. yds.	3/4" - 0" Rock in Base	1.55	2,201.00
120	cu. yds.	3/4" - 0" Rock in Binder Course	1.60	192.00
90	M-gal.	Sprinkling	1.25	112.50
1.03	miles	Preparation of Base	100.00	103.00
200	cu. yds.	Mineral Aggregate in Place	2.50	500.00
24	tons	RC-3 Asphalt in Binder Course	20.00	480.00
19	tons	SC-6 Road Oil in Place	22.00	418.00
27	tons	Light Tar in Binder Course	18.00	(Alternate)
22	tons	Heavy Tar in Place	18.00	(Alternate)
			Subtotal	$ 8,204.00
			10% Engr. & Cont.	820.40
			Total	$ 9,024.40

Length of Roadway	1.030 miles
Length of Bridge	.029 mile
Length of Project	1.059 miles
Cost per mile, Roadway	$ 8,761.55

Note: Oiling is not to be constructed across bridge

Federal Aid Funds- -	$ 5,420.00
State Funds- -	3,604.00
	$ 9,024.40

SODA FORK SECTION

PROJECT NO. FA 196-A (3)

All necessary right of way has been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

November 17, 1939

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract Number

Index:

INDEXING: Begins with: Contract# 2215 Ends with: Contract# 2258

FLASH CARDS: Begins every Contract

Remarks: Contract# 2215 continued from Reel# 33

Reel No. 34 Reduction Ratio 21:1 Project No.

Camera: Name Bell & Howell Model File Master Film Recordak AHU MICROFILM 1460

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 16 day of MAY, 19 80 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Scott D. Rhoden